

DRAFT



THE CITY OF
TROUTDALE
—OREGON—
EST. 1907

City of Troutdale

Multnomah County, Oregon

Emergency Operations Plan

APRIL 2025

This page left intentionally blank.



PLAN CONTROL AND ADMINISTRATION

The regular update and maintenance of the City of Troutdale (“the City” hereafter) Emergency Operations Plan (EOP) is delegated by the City Manager to the Emergency Manager or their designee as Plan Administrator.

Responsibilities of the Plan Administrator include:

- Coordinate regular review and update of the EOP including coordination with the Troutdale Emergency Manager.
- Facilitate permission-based access to the EOP and make sure that the most current version is available to the City’s employees, emergency services agency cooperators, and community partners.
- Serve as a primary point of contact for questions or feedback on the EOP.
- Coordinate education, training, and exercise efforts designed to build the capability to execute the EOP with confidence.

See Section 8.0, Program Sustainment for additional information on plan maintenance and capability and capacity building efforts related to the EOP.

DOCUMENT SECURITY DIRECTIVE

The City EOP is classified as ‘For Official Use Only’. It is intended for use by elected officials and City department heads and their senior staff members, emergency management staff, emergency services agency cooperators, and community and private sector partners that support emergency operations.

Though intentionally designed to not be a highly technical document, the EOP should only be used by individuals who have familiarized themselves with the plan and have the authority and appropriate training to implement the procedures it contains or references.

PLAN DISTRIBUTION

Digital copies of this EOP will be made available to primary agencies identified in this plan and updates will be provided electronically through a shared network, when available. Hard copies will be kept in a secure location for ease of access when electronic copies are not available. Each recipient is responsible for updating their copy of the EOP when changes are received.

PUBLIC RECORDS LAW

Portions of the EOP may be made available to the public to support understanding of how the whole community of partners in the City work together during an emergency; the City reserves the right to redact elements of the EOP that contain sensitive information in accordance with

Oregon public records law (Oregon Revised Statute [ORS] 192, Records; Public Reports and Meetings) under appropriate exemptions (ORS 192.345).

LEGAL DISCLAIMERS

The EOP does not supersede the Troutdale Municipal Code (TMC) or any other local, state, or federal law or regulation.

GRANT FUNDING AND ELIGIBILITY

The 2024 update of the EOP was prepared in partnership with the City of Troutdale using funding accessed through the Emergency Management Performance Grant (EMPG).

Agencies receiving EMPG funds to create a plan (e.g., EOP, annex, standard operating procedure) must validate the plan through no less than a tabletop exercise. The exercise must be conducted within the performance period of the grant, be facilitated and documented using the Homeland Security Exercise Evaluation Program (HSEEP) process.

ACKNOWLEDGMENTS

The EOP was prepared under the direction of the City Manager and with the active participation of City personnel. Contract support for facilitation of the EOP planning process and preparation of the EOP was prepared by Stantec Consulting Services Inc.

PLAN CONTROL RECORD

All updates and revisions to the plan will be tracked and recorded in the following table. The City Manager is responsible for disseminating the most current version of the EOP.

Table 0-1: Plan Control Record

| Date | Change No. | Purpose of Update |
|------|------------------|--|
| 2009 | Original release | |
| 2012 | #1 | Additional Functional Annexes (FAs) and Incident Annexes (IAs) |
| 2024 | #2 | Comprehensive review and update of EOP |
| | | |

LETTER OF TRANSMITTAL

The City of Troutdale (City) Emergency Operations Plan (EOP) is an all-hazards plan that describes how the City and its whole community of partners, will organize and respond to emergencies and disasters in the community. The EOP provides a framework for coordinated response and recovery activities during circumstances that exceed local capabilities and describes how various agencies and organizations in the City and its communities will coordinate resources and activities with other federal, State, local, tribal and non-governmental organizations.

While local government has an important responsibility in the management of emergencies that impact the City, it is also the responsibility of residents of, and visitors to, the City to adopt a personal preparedness mindset and utilize local government response and resources in combination with proactive action to maintain individual, household, and business readiness before, during, and after an emergency.

The EOP is consistent with federal, State of Oregon, Multnomah County, and other applicable laws and regulations including use of the National Incident Management System and the Incident Command System.

David Ripma, City Mayor

APRIL 2025

Ray Young, City Manager
(*City Recorder can attest if City Manager is
deemed unavailable)

APRIL 2025

This page left intentionally blank.

PLAN ORGANIZATION

The City EOP is organized as a Basic Plan which is augmented by a series of Functional Annexes and appendices that contain supporting information and tools to aid in plan implementation.

BASIC PLAN

The Basic Plan establishes the overall authority of emergency management, introduces the concepts of the incident command system, describes the systems and infrastructure needed to maintain emergency preparedness, and assigns emergency management responsibilities amongst City departments and partners.

Table 0-2: Emergency Operations Basic Plan Section Descriptions and Objectives

| Plan Section | Description | Objective |
|--|--|---|
| 1 Introduction | Describes the EOP's purpose and scope; the authorities on which it is based; the general response process that can be followed in an emergency; the emergency management program foundations used for its development; and the various assumptions employed by the plan. | Describe the various concepts, authorities, and best practices upon which the content of this plan is based. |
| 2 Community Risk and Resilience | Provides a profile of the City's network of resources as well as the hazards and threats that it faces. While an all-hazards plan, this EOP is designed to be responsive to the conditions that are unique to the City as well as the capabilities of its community of partners in emergency management. | Describe the various agreements held by the City for emergency response and recovery as well as the threats and hazards that face the area. |
| 3 Emergency Management Organization | Describes the responsibility, authority, and makeup of the City's Emergency Management Organization. | Memorialize the establishment and describe the responsibilities of an emergency management agency for the City. |
| 4 Incident Management | Identifies the various command and control structures that can be deployed for managing incidents of various complexities and how these structures interact with one another. | Provide comprehensive understanding of the command and control structures recommended by the National Incident Management System (NIMS). |
| 5 Operational Coordination | Explains general best practices for incident management in the areas of communications, resource management, emergency declarations, continuity of government, and documentation. | Provide clear expectations for how various aspects of emergency response and recovery should be conducted. |

Table 0-2: Emergency Operations Basic Plan Section Descriptions and Objectives

| Plan Section | Description | Objective |
|---|---|---|
| 6 Emergency Operations Center Management | Describes the Emergency Operations Center (EOC) as a concept, how it applies to the context of the City, and the various considerations for operating it. | Describe the usefulness of EOCs in emergency response as well as when and how they should be used. |
| 7 Concept of Operations | Provides a framework for how the City will manage an emergency from initial assessment through transition to recovery. The concept of operations is consistent with the principles of NIMS. | Describe a concept of operations that is consistent with NIMS and supports effective operational coordination, resource management and information sharing. |
| 8 Program Sustainment | Establishes procedures for ongoing maintenance of the EOP and sustainment of the City of Troutdale Emergency Management Organization through capability and capacity building activities. | Support a sustainable emergency management program through ongoing capability and capacity building through flexible planning. |

FUNCTIONAL ANNEXES

The Basic Plan is supplemented by four Functional Annexes that provide additional detail specific to the range of functions that may need to be performed during an emergency or disaster. Each Functional Annex represents groupings of related Emergency Support Functions (ESFs), or the structural groupings for interagency support during response activities. This EOP's ESFs are aligned to those used by Multnomah County and are further described in Section 1.5.4.

Table 0-3: City of Troutdale EOP Functional Annexes

| Management Services | Emergency Services |
|---|--|
| ESF 5 Information and Planning ESF 7 Resource Support ESF 14 Public Information ESF 15 Volunteers and Donations ESF 18 Business and Industry | ESF 2 Communications ESF 4 Firefighting ESF 9 Search and Rescue ESF 10 Hazardous Materials ESF 16 Law Enforcement |
| Health and Human Services | Infrastructure Services |
| ESF 6 Mass Care ESF 8 Health and Medical ESF 11 Food and Water ESF 17 Agriculture and Animal Protection | ESF 1 Transportation ESF 3 Public Works ESF 12 Energy |

NOTE: ESF 13, Military Support, is not included above.

TABLE OF CONTENTS

| | |
|--|-------------|
| Plan Control and Administration | i |
| DOCUMENT SECURITY DIRECTIVE | I |
| LEGAL DISCLAIMERS | II |
| GRANT FUNDING AND ELIGIBILITY | II |
| Letter of Transmittal | iv |
| Plan Organization | vi |
| BASIC PLAN..... | VI |
| FUNCTIONAL ANNEXES | VIII |
| Table of Contents..... | ix |
| List of Acronyms and Abbreviations..... | xiii |
| 1.0 Introduction | 1-1 |
| 1.1 PURPOSE..... | 1-1 |
| 1.2 SCOPE AND APPLICABILITY | 1-1 |
| 1.3 PLAN AUTHORITY | 1-1 |
| 1.4 EMERGENCY RESPONSE ACTION GUIDE | 1-2 |
| 1.5 EMERGENCY MANAGEMENT PROGRAM FOUNDATIONS | 1-5 |
| 1.5.1 Emergency Management Cycle | 1-5 |
| 1.5.2 Whole Community Approach..... | 1-6 |
| 1.5.3 Use of the National Incident Management System | 1-7 |
| 1.5.4 Emergency Support Functions (ESFs) | 1-7 |
| 1.5.5 Relationship to Other Plans..... | 1-8 |
| 1.6 ASSUMPTIONS | 1-9 |
| 2.0 Community Risk and Resilience | 1 |
| 2.1 EMERGENCY ASSETS | 1 |
| 2.1.1 Generators..... | 1 |
| 2.1.2 Vehicles and Mobile Equipment | 1 |
| 2.2 SERVICE AGREEMENTS AND CONTRACTS | 2 |
| 2.2.1 Fire, Emergency Medical, and Specialty Rescue and Response Services | 2 |
| 2.2.2 Law Enforcement | 2 |
| 2.2.3 Dispatching Services..... | 2 |
| 2.2.4 Public Works Assistance | 3 |
| 2.2.5 3 | 3 |
| 2.3 HAZARDS AND THREATS | 3 |
| 2.3.1 Risk Assessment and Potential Threats | 4 |
| 2.3.2 Hazard Mitigation | 4 |
| 3.0 Emergency Management Organization | 1 |
| 3.1 JURISDICTIONAL EMERGENCY MANAGEMENT AUTHORITY..... | 1 |
| 3.2 CITY EMERGENCY MANAGEMENT ORGANIZATION | 1 |

Table of Contents

APRIL 2025

| | | |
|------------|--|-------------------------------------|
| 3.2.1 | Executive Group..... | 1 |
| 3.2.2 | Emergency Response Partners..... | 4 |
| 4.0 | Incident Management Structures | 4-1 |
| 4.1 | INCIDENT COMMAND SYSTEM | 4-1 |
| 4.1.1 | Command Staff | 4-2 |
| 4.1.2 | General Staff | 4-2 |
| 4.2 | UNIFIED COMMAND | 4-2 |
| 4.3 | AREA COMMAND..... | 4-2 |
| 4.4 | MULTI-AGENCY COORDINATION (MAC) GROUP..... | 4-3 |
| 5.0 | Operational Coordination..... | 5-1 |
| 5.1 | COMMUNICATIONS | 5-1 |
| 5.1.1 | Joint-Information System (JIS) | 5-1 |
| 5.1.2 | Communication Channels | Error! Bookmark not defined. |
| 5.1.3 | Operational Communication Media | Error! Bookmark not defined. |
| 5.1.4 | Interoperability | 5-2 |
| 5.2 | RESOURCE MANAGEMENT..... | 5-3 |
| 5.2.1 | Resource Typing..... | Error! Bookmark not defined. |
| 5.2.2 | Credentialing of Personnel | 5-4 |
| 5.2.3 | Mutual Aid | 5-4 |
| 5.2.4 | Oregon Resources Coordination Assistance Agreement..... | 5-5 |
| 5.2.5 | State Assistance | 5-5 |
| 5.3 | DECLARATIONS | 5-5 |
| 5.3.1 | Local Declaration | 5-6 |
| 5.3.2 | Declaration Progression Process | 5-7 |
| 5.3.3 | Other Declarations | 5-8 |
| 5.4 | CONTINUITY OF GOVERNMENT | 5-6 |
| 5.4.1 | Lines of Succession | 5-8 |
| 5.4.2 | Delegation of Authority | Error! Bookmark not defined. |
| 5.5 | DOCUMENTATION..... | ERROR! BOOKMARK NOT DEFINED. |
| 5.6 | EQUITABLE RESPONSE AND RECOVERY | 5-10 |
| 6.0 | Emergency Operations Center Management..... | 6-1 |
| 6.1 | EMERGENCY OPERATIONS CENTER..... | 6-1 |
| 6.1.1 | Activation | 6-4 |
| 6.1.2 | Access and Security..... | 6-4 |
| 6.1.3 | Deactivation | Error! Bookmark not defined. |
| 6.2 | INTERJURISDICTIONAL EOC COORDINATION | ERROR! BOOKMARK NOT DEFINED. |
| 7.0 | Concept of Operations | 7-1 |
| 7.1 | MONITORING, INITIAL ASSESSMENT, AND DETERMINATION OF NEED..... | 7-1 |
| 7.1.1 | Monitoring | 7-1 |
| 7.1.2 | Initial Assessment and Determination of Need | 7-2 |
| 7.2 | ACTIVATION AND MOBILIZATION | ERROR! BOOKMARK NOT DEFINED. |
| 7.2.1 | Activation | 7-4 |

Table of Contents

APRIL 2025

| | | |
|------------|---|-------------------------------------|
| 7.2.2 | Initial Notifications | 7-4 |
| 7.2.3 | Situational Awareness and Intelligence Gathering..... | 7-4 |
| 7.2.4 | Mobilization | 7-4 |
| 7.2.5 | Continuity of Operations..... | 7-5 |
| 7.3 | NOTIFICATION, ALERT AND WARNING | 7-5 |
| 7.3.1 | Emergency Notification System..... | 7-6 |
| 7.3.2 | Public Information | 7-7 |
| 7.4 | DEMOBILIZATION AND TRANSITION TO RECOVERY | 7-8 |
| 7.4.1 | Demobilization and Transition to Recovery | Error! Bookmark not defined. |
| 7.4.2 | Transition to Recovery | Error! Bookmark not defined. |
| 8.0 | Program Sustainment | 8-1 |
| 8.1 | PLAN REVIEW AND MAINTENANCE | 8-1 |
| 8.1.1 | Scheduled Plan Maintenance..... | 8-1 |
| 8.1.2 | Responsibility of City Departments..... | 8-1 |
| 8.1.3 | Controlling Authorities | 8-1 |
| 8.2 | TRAINING AND EXERCISE PROGRAM..... | 8-2 |
| 8.2.1 | Minimum Training Requirements..... | 8-2 |
| 8.2.2 | Exercise Program..... | 8-2 |
| 8.3 | AFTER ACTION REVIEW | 8-3 |
| 8.4 | OUTREACH AND EDUCATION | 8-4 |

APPENDICES

| | |
|------------|--|
| Appendix A | Glossary |
| Appendix B | Key Authority Related Definitions |
| Appendix C | Generators, Vehicles, and Mobile Equipment Inventories |
| Appendix D | Agreements and Contracts |
| Appendix E | Disaster Declaration Materials |
| Appendix F | Resource Typing Examples |
| Appendix G | Oregon Resources Coordination Assistance Agreement |
| Appendix H | EOC Team Resources |
| Appendix I | Training |
| Appendix J | Prioritized Preparedness Checklist |

This page left intentionally blank.

LIST OF ACRONYMS AND ABBREVIATIONS

| | |
|-----------|---|
| AAR | After Action Report |
| ASPR | Assistant Secretary for Preparedness and Response |
| City | City of Troutdale |
| COOP | Continuity of Operations Plan |
| County | Multnomah County |
| CWPP | Community Wildfire Protection Plan |
| DOC | Department Operations Center |
| ECC | Emergency Coordination Center |
| EMO | Emergency Management Organization |
| EOC | Emergency Operations Center |
| EOP | Emergency Operations Plan |
| ESF | Emergency Support Function |
| FEMA | Federal Emergency Management Agency |
| HHS | Health and Human Services |
| HSEEP | Homeland Security Exercise and Evaluation Program |
| IAP | Incident Action Plan |
| ICP | Incident Command Post |
| ICS | Incident Command System |
| IMT | Incident Management Team |
| JIC | Joint Information Center |
| MAA | Mutual Aid Agreement |
| MAC Group | Multi-Agency Coordination Group |
| MOU | Memorandums of Understanding |
| NGO | Nongovernmental organization |
| NHMP | Natural Hazard Mitigation Plan |
| NIMS | National Incident Management System |
| ODF | Oregon Department of Forestry |
| OFB | Oregon Food Bank (Network) |
| ODEM | Oregon Emergency Management |
| OERS | Oregon Emergency Response System |

List of Acronyms and Abbreviations

APRIL 2025

| | |
|-------|--|
| OHCS | Oregon Housing Community Services |
| OLCC | Oregon Liquor Control Commission |
| ORCAA | Oregon Resource Coordination Assistance Agreement |
| ORS | Oregon Revised Statutes |
| OTFC | Oregon Terrorism Information Threat Assessment Network Fusion Center |
| PIO | Public Information Officer |
| SAR | Search and Rescue |
| SERC | State Emergency Response Commission |
| SOPs | Standard Operating Procedures |
| State | State of Oregon |
| TMC | Troutdale Municipal Code |
| USAR | Urban Search and Rescue |

1.0 INTRODUCTION

| Plan Section | Section Outline |
|-----------------------|---|
| 1 Introduction | 1.1 Purpose 1.2 Scope and Applicability 1.3 Plan Authority 1.4 Emergency Response Guide 1.5 Emergency Management Foundations 1.6 Assumptions |

1.1 PURPOSE

The City of Troutdale (“the City,” hereafter) Emergency Operations Plan (EOP) establishes an all-hazards framework for management of local emergencies and is a key element of the City’s legally required emergency management program. This EOP is intended for use in extraordinary situations that exceed day-to-day capabilities to meet the requirements of an incident’s response or to meet the need for enhanced coordination during response activities.

1.2 SCOPE AND APPLICABILITY

Designed to be modular and scalable, the organizational concepts and strategies contained in this EOP can be selected by the City Manager, in consultation with the Incident Commander, based on the real-time needs of an incident.

These selected actions may include some or all elements described in the EOP and will be conducted in a manner consistent with National Incident Management System (NIMS) which establishes a national standard for incident management.

1.3 PLAN AUTHORITY

This EOP is issued in accordance with and under the provisions of ORS Chapter 401, which establishes the authority for the City to establish an Emergency Management Organization (EMO) and designate an Emergency Manager who will be responsible for the organization, administration, and operation of the EMO.

This EOP establishes a cooperative approach for emergency management coordination. Upon adoption by the City Council, the plan remains in effect and should be considered the controlling document for emergency management coordination for all jurisdictional partners within the City’s territorial limits.

See Appendix B for the legal definitions pertaining to the plan’s authority.

1.4 EMERGENCY RESPONSE ACTION GUIDE

As used in this EOP, emergency operations refer to the actions taken to support pre-incident operational readiness; engage in response operations to save lives and protect property and the environment; stabilize community lifelines; and support activities through the transition to recovery.

The following crosswalk provides an action-based overview of the operational concepts included in the EOP and directs the plan user to the relevant section of the plan where additional information can be found.

Adapt these actions based on the situation.

If you are not qualified to implement this plan, contact the City Manager.

If the situation poses an immediate threat to life, property, or the environment, call 9-1-1.

Table 1-2: Emergency Response Action Guide

| Order | Emergency Operations | Associated EOP Section |
|-------|---|--|
| 1 | Receive alert of incident <ul style="list-style-type: none"> <input type="checkbox"/> Alerts may be received through dispatch, responding agencies, the Incident Commander, the public or media, direct scene sourcing and/or through spontaneous events (i.e., earthquake). <input type="checkbox"/> Alerts should be directed to the City Manager. <input type="checkbox"/> If the City Manager is not available, alerts should be made to the Public Works Director. | Section 5.4, Continuity of Government Section 7.0, Concept of Operations Management and Emergency Services Annexes |
| 2 | Assess situation and determine need to activate operational elements of the Emergency Management Organization. <ul style="list-style-type: none"> <input type="checkbox"/> In coordination with responding agencies or the Incident Commander (if Incident Command has been established), determine what level of support is needed from the City for the incident. This may range from the City Manager being on standby, to full activation of the EOC. <input type="checkbox"/> Identify key personnel who will be needed to support emergency operations, including EOC staff and Emergency Support Function (ESF) partners. | Section 6.0 Emergency Operations Center Management Section 7.0 Concept of Operations |
| 3 | Notify key personnel and response partners. <ul style="list-style-type: none"> <input type="checkbox"/> Utilize the emergency notification system, or other available tools to disseminate a message to: <input type="checkbox"/> Public Safety leadership groups (including local, regional state and federal partners) <input type="checkbox"/> EOC Team members <input type="checkbox"/> Departmental leadership and policy group | Section 7.2 Activation and Mobilization |

Table 1-2: Emergency Response Action Guide

| Order | Emergency Operations | Associated EOP Section |
|-------|---|---|
| 4 | <p>Request Activation of the County EOC as appropriate.</p> <p><input type="checkbox"/> Request the activation of the County EOC via the following channels:</p> <ol style="list-style-type: none"> 1. The PSAP (BOEC) 2. The Multnomah County Sheriff's Office Records Section, located at 1120 SW 3rd Avenue 3. The MCEM Duty Officer, 503.988.6700 Option 1, em.dutyofficer@multco.us; satellite phone: 8816.224.35729; pager: 503.202.0316 <p><input type="checkbox"/> The County may ask to stage its EOC within the City to be closer to the incident; the following potential locations for this are:</p> <ol style="list-style-type: none"> 1. Primary County EOC Location in the City: The Kellogg Room within the Troutdale Sheriff's Operation Center at 234 SW Kendall Court, Troutdale, OR 97060 2. Alternate County EOC Location in the City: Public Works Building Conference Room at 342 SW 4th Street, Troutdale, OR 97060 | Section 6.0 Emergency Operations Center Coordination |
| 5 | <p>Establish communications with the Incident Commander/Dispatch.</p> <p><input type="checkbox"/> Identify primary and back-up means to stay in contact with the Incident Commander in the field.</p> <p><input type="checkbox"/> The Incident Commander may assign a radio frequency that the EOC can use to communicate with the scene.</p> | Emergency Services Annex |
| 6 | <p>Identify, in coordination with the Incident Commander, key incident needs including public safety leadership support.</p> <p><input type="checkbox"/> Consider coordination of the following, as required by the incident:</p> <p><input type="checkbox"/> Support for the safety of emergency responders.</p> <p><input type="checkbox"/> Emergency public information and coordination with the media.</p> <p><input type="checkbox"/> Protective action measures, including evacuation and shelter-in-place.</p> <p><input type="checkbox"/> Shelter and housing needs for displaced residents.</p> <p><input type="checkbox"/> Provisions for Access and Functional Needs populations, including unaccompanied children</p> <p><input type="checkbox"/> Provisions for animals in disaster.</p> | Health and Human Services Annex |

Table 1-2: Emergency Response Action Guide

| Order | Emergency Operations | Associated EOP Section |
|-------|---|-----------------------------|
| 7 | <p>Inform Oregon Emergency Response System (OERS) of Emergency Operations Center activation and request support as needed.</p> <ul style="list-style-type: none"> <input type="checkbox"/> OERS: 800-452-0311 <input type="checkbox"/> If there is an oil or chemical spill to report, responsible parties should make notification to the National Response Center at 800-424-8802. | Section 5.3 Declarations |
| 8 | <p>Declare a Local State of Emergency, as appropriate.</p> <ul style="list-style-type: none"> <input type="checkbox"/> If the incident has overwhelmed, or threatens to overwhelm the City's resources to respond, the City should declare a Local State of Emergency. <input type="checkbox"/> A declaration may be made and signed by the City Mayor <input type="checkbox"/> The declaration should be submitted to Multnomah County Emergency Management. | Appendix E |

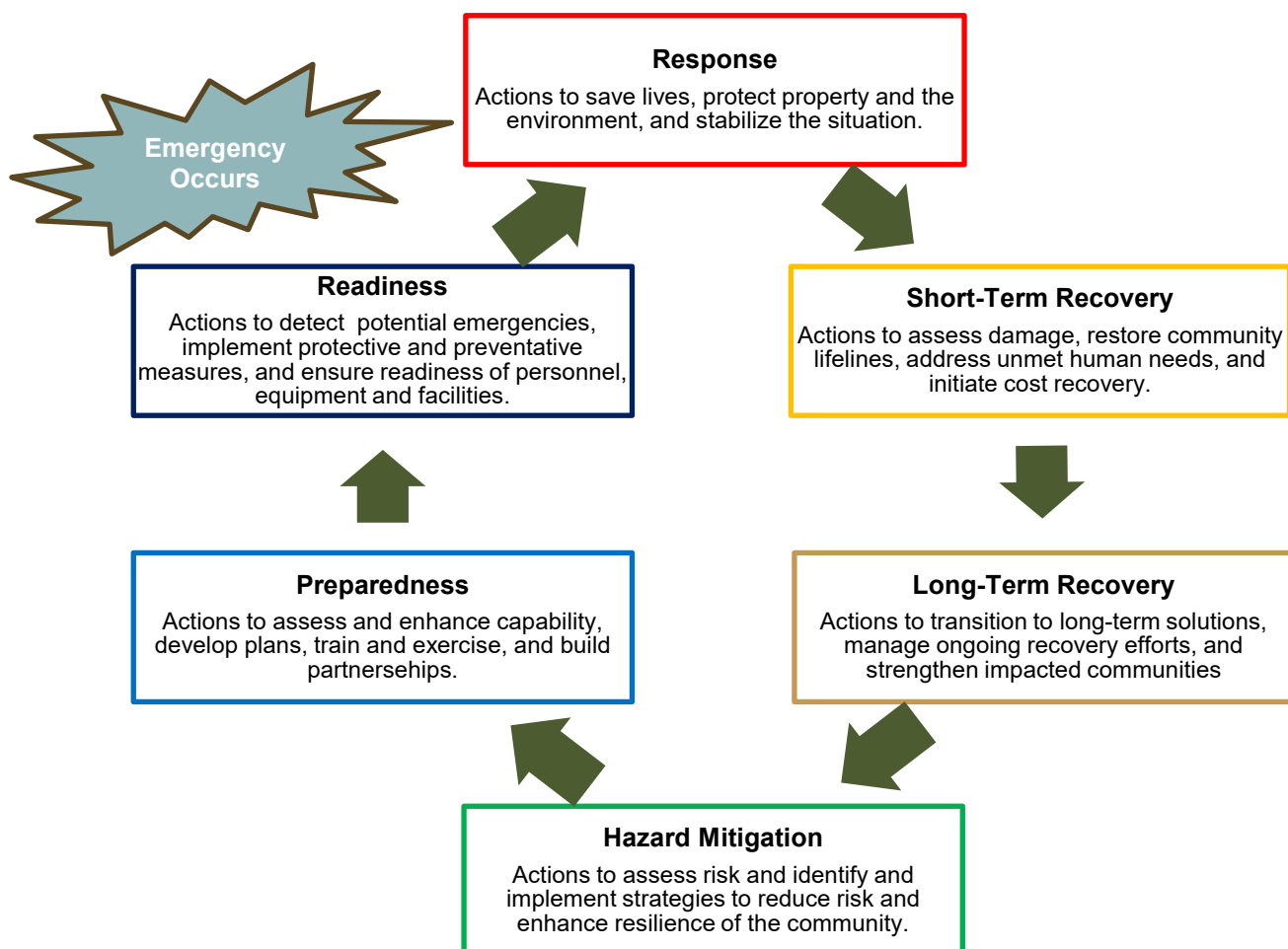
1.5 EMERGENCY MANAGEMENT PROGRAM FOUNDATIONS

The discipline of emergency management is supported by several foundational concepts including the emergency management cycle, a whole community approach to emergency management activities, NIMS and emergency support functions (ESFs), and the alignment with City or Multnomah County (“the County” hereafter) plans as they pertain to this document.

1.5.1 Emergency Management Cycle

The emergency management cycle describes the various phases of operations that are required to effectively prepare for, respond to, and recover from an incident. While this EOP primarily focuses on the readiness and response phases, it also includes elements of mitigation and recovery as critical pieces of emergency management operations.

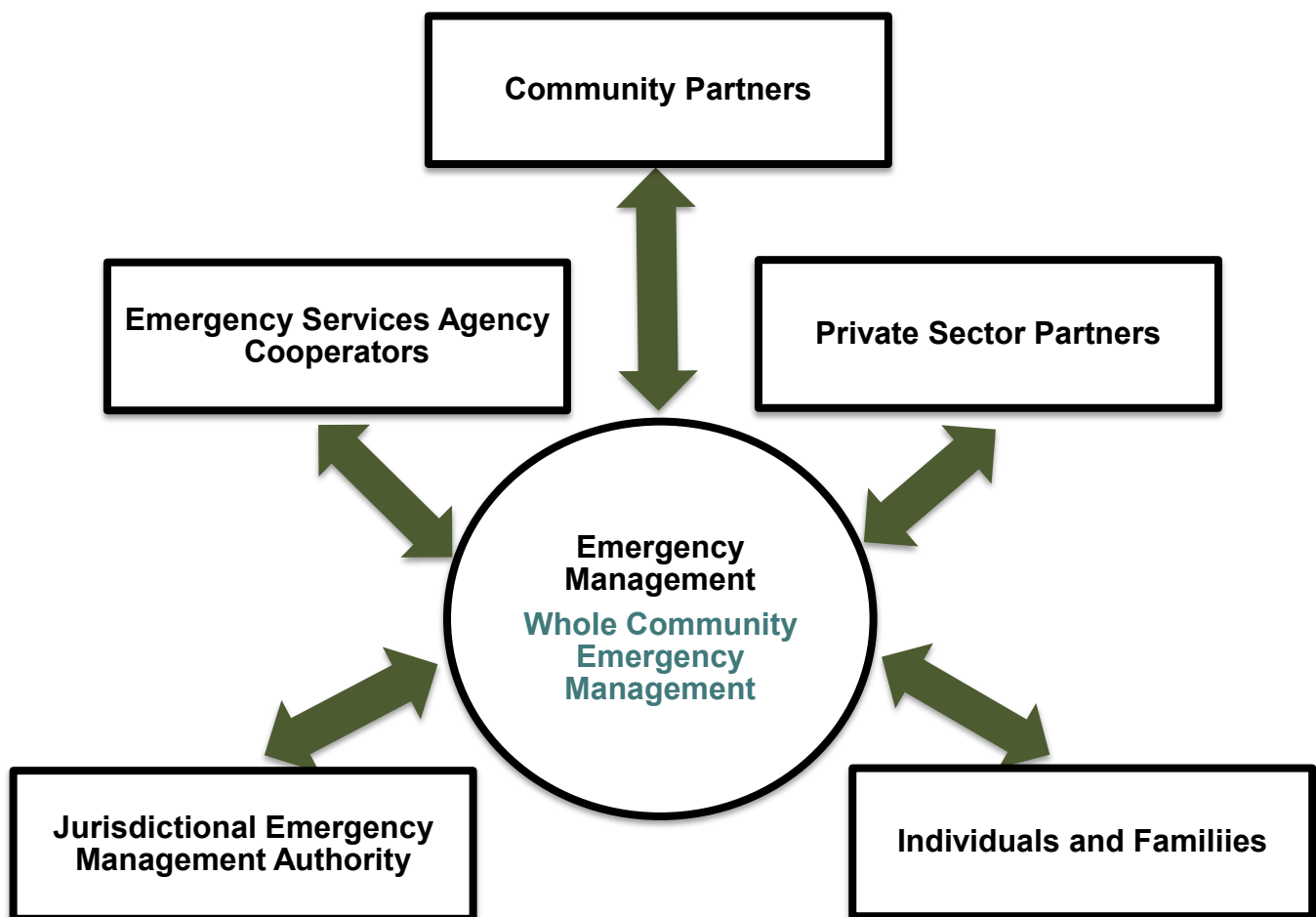
Figure 1-1 Emergency Management Cycle



1.5.2 Whole Community Approach

This EOP is designed to guide integrated operations and response tactics between the City, its jurisdictional partners and special districts, emergency services cooperators, and community and private-sector partners. Figure 1-2 presents a simplified graphic of a whole community approach.

Figure 1-2 Whole Community Approach to Emergency Management



1.5.3 Use of the National Incident Management System

NIMS provides a consistent nationwide approach for federal, state, local, and tribal governments to work effectively and efficiently together to prepare for, prevent, respond to and recover from domestic incidents, regardless of cause, size or complexity. Oregon adopted NIMS as its Incident Management System through legislative statute 401.092.

The City has adopted the NIMS to guide its approach to community emergency operations in a manner that is flexible, standardized and unified. Refer to Chapter 4 of this EOP to understand the application of NIMS to incident management.

1.5.4 Emergency Support Functions (ESFs)

ESFs are a component of the National Response Framework (NRF) used to organize and group the various functions required during an emergency. Similar to the Multnomah County EOP, this EOP utilizes 18 ESFs and organizes them by Functional Group; see Table 1-3. These functional groupings are organized to align with the partners involved, the organizational structure of the City Emergency Operations Center (EOC), and the ESFs used by the State of Oregon (State) and federal partners. *ESF 13 – Military Support is not explored in this EOP.*

Table 1-3. Whole Community of Partners and Emergency Support Functions

| Functional Group | Cooperators and Partner Types | Related ESFs |
|----------------------------------|---|--|
| Management Services | Planning Resource Support Finance Human Resources Public Information | ESF 5 – Information and Planning ESF 7 – Resource Support ESF 14 – Public Information ESF 15 – Volunteers and Donations ESF 18 – Business and Industry |
| Emergency Services | Fire Services Law Enforcement Emergency Medical Services 911/Dispatch Telecommunications | ESF 2 – Communications ESF 4 – Firefighting ESF 9 – Search and Rescue ESF 10 – Hazardous Materials ESF 16 – Law Enforcement |
| Health and Human Services | Public Health Healthcare Providers Behavioral Health Environmental Health Community Assistance Providers Agriculture | ESF 6 – Mass Care ESF 8 – Health and Medical ESF 11 – Agriculture and Animal Protection |
| Infrastructure Services | Transportation Water and Wastewater Electric Natural Gas Waste Management and Sanitation | ESF 1 – Transportation ESF 3 – Public Works ESF 12 – Energy |

1.5.5 Relationship to Other Plans

This EOP is part of a suite of plans that support activities across all phases of emergency management. While this EOP is focused on short-term recovery, other plans address the City's approach to mitigation, continuity of operations and longer-term aspects of emergency management. This EOP is designed to complement operational plans at the state and federal levels as well as those from County partners and stakeholders. This suite of plans is described below in Tabel 1-4:

Table 1-4 Relationship to Other Plans

| Plan Title | Description |
|---|---|
| City of Troutdale Water System Emergency Response Plan | The Water System Emergency Response Plan (ERP) summarizes the City's potable infrastructure, identifies potential threats to the City's water system and identifies countermeasures to mitigate these threats, and details procedures for responding to water system emergencies. |
| Troutdale Water Pollution Control Facility Daily Operation and Record Keeping Manual | This manual includes elements for responding to emergencies that impact the operation of the City's pollution control facility and details processes for proper record keeping to document impacts. |
| City of Troutdale Sanitary Sewer Overflows Plan | This plan documents the step-by-step process that should be followed when responding to sanitary sewer overflows that occur within the City. |
| Multnomah County Multi-Jurisdictional Natural Hazards Mitigation Plan | The HMP identifies the specific hazards and their associated risks to the city. The plan also outlines proposed mitigation strategies which may reduce risks and/or enhance the effectiveness of city response. |
| Multnomah County Community Wildfire Protection Plan | The Wildfire Protection Plan identifies specific vulnerabilities the city faces to wildfire risk. In addition, the Wildfire Protection Plan identifies activities to be taken to address critical wildfire needs. |

Table 1-4 Relationship to Other Plans

| Plan Title | Description |
|--|--|
| Multnomah County Emergency Operations Base Plan and ESF Annexes | The County's EOP outlines activities and roles and responsibilities of county and regional partners that may also support emergency operational needs of the city. |
| Multnomah County Mass Shelter Plan | The Mass Shelter Plan describes how the County will care for its constituents who need shelter services following a catastrophic event. |
| General: Local Partner Plans and Procedures | Emergency services agencies, community, and private sector partners identified within this EOP are encouraged to align their agency and organizational plans and procedures with this EOP |
| General: State and Federal Plans | This EOP is designed to complement operational plans at the state and federal levels including the State of Oregon Emergency Operations Plan and the National Response Framework through application of NIMS and use of an Emergency Support Function (ESF) structure to organize information. |

1.6 ASSUMPTIONS

This EOP presents a framework for emergency operations that is supported by the current capabilities of the City as it is currently resourced. The following assumptions should be considered by a plan user prior to implementation:

- All community members share the primary responsibility for minimizing the impact of disasters through personal preparedness activities.
- City and community partners have reviewed the EOP, understand their role in the City EMO, and have developed plans and procedures to execute their assigned roles and responsibilities.
- Partners within the City EMO retain authority over their own personnel and resources. Resource sharing between partners will be conducted in accordance with existing mutual aid agreements.
- The City is responsible for utilizing all available local resources, including mutual aid, before requesting assistance from the State.

- Emergencies may be regional in scale and will require close coordination with neighboring jurisdictions.
- Outside assistance may not be immediately available and the community should be prepared to carry out response on an independent basis for at least 72 hours.
- City and partner personnel will be provided with appropriate and regular training on their assigned roles and responsibilities including NIMS/ICS.
- Citizens are expected to share the responsibility of minimizing the impacts of a disaster to their community as well as practice self-sufficiency during an emergency to the greatest extent possible.
- Access to emergency services shall not be denied on the grounds of color, national origin, sex, age, sexual orientation (or other protected class) or functional needs.

2.0 COMMUNITY RISK AND RESILIENCE

| Plan Section | Section Outline |
|---|---|
| 2 Community Risk and Resilience | 2.1 Emergency Assets 2.2 Service Contracts and Agreements 2.3 Hazards and Threats |

This EOP adheres to the emergency management principle of all-hazards planning and establishes a framework for emergency operations that can be implemented no matter the situation. However, the community's approach to managing emergencies needs to be incident specific and informed by knowledge of:

- Conditions of the community that serve as support or pose potential barriers to emergency operations.
- Hazard and threats that pose the greatest threat to the community and have the greatest potential to disrupt those lifelines.
- Capabilities of the community to effectively manage emergencies.

2.1 EMERGENCY ASSETS

The City owns, maintains, and operates multiple kinds of assets that can be deployed for emergency uses. These assets allow the City to maintain power to most of its critical assets, clear debris from roads, and perform limited emergency repairs to its water infrastructure in the event of an emergency. The City's specific protocol for inventorying these resources, tracking their deployment, and categorizing (typifying) them is explained in Section 5.2.

2.1.1 Generators

The City currently owns and maintains an assortment of backup generators ranging in various capacity levels (voltage/watt). Some of these generators are stationary, serving a single use, while some are portable and can be deployed to sites for various uses. Appendix C provides a list of the generators owned by the City, denoting whether each is portable or stationary, its fuel type, its capacity, and where it can be found.

2.1.2 Vehicles and Mobile Equipment

The City owns and maintains approximately 57 vehicles constituting a range of sizes and uses that are assigned to various departments. Additionally, the City possesses over 50 resources, characterized as 'mobile equipment' consisting of assets such as backhoes, snowplows, tractors, forklifts, and other heavy machinery. The full inventory of these vehicles and mobile equipment can be found in Appendix C.

2.2 SERVICE AGREEMENTS AND CONTRACTS

Due to its size and resource constraints, the City relies on external agencies for the provision of certain services such as law enforcement and fire services. These services are made possible through various kinds of agreements and contracts such as intergovernmental agreements, mutual aid agreements (MAAs), and memorandums of understanding (MOUs). The following subsections describe these existing agreements currently held by the City to give decision-makers an understanding of what resources are available to them.

It should be noted that the agencies providing services to the City via contracts and agreements are governed by their own Board of Directors and are, thus, beholden to policies separate from those of the City. The full legal text of each of these agreements can be found in Appendix D.

2.2.1 Fire, Emergency Medical, and Specialty Rescue and Response Services

Established via an intergovernmental agreement, the Gresham Fire Department provides fire suppression, fire prevention, emergency medical services, and specialty rescue and response services to the City. The same intergovernmental agreement established the Four Cities User Board¹ to coordinate service requirements amongst each municipality (Gresham, Fairview, Wood Village, and Troutdale) served by Gresham Fire and Emergency Services.

2.2.2 Law Enforcement

Since the last EOP Update in 2012, the Troutdale Police Department has been disbanded, and the City now receives law enforcement services from the Multnomah County Sheriff's Office (MCSO) through an intergovernmental agreement. Pursuant to this agreement, the Sheriff's Office shall assign two Troutdale-branded deputy sheriffs per shift (one to each of the two City patrol districts), an on-duty patrol sergeant for round the clock supervision, and a command level officer serving as Chief of Police for the City.

2.2.3 Dispatching Services

The fire (Gresham Fire Department) and law enforcement (MCSO) agencies that service the City receive dispatching services through the Portland Bureau of Emergency Communications (BOEC), a Primary Public Safety Answering Point (PPSAP) operated and maintained by the City of Portland. Established via the Bureau of Emergency Communications Intergovernmental Agreement, this service provides emergency call receiving and dispatch operation for all of Multnomah County's emergency responders.

¹ <https://www.greshamoregon.gov/fire-department/four-cities-user-board/>

2.2.4 Public Works Assistance

The City is a part of the Oregon Public Works Emergency Response Cooperative Assistance Agreement, overseen by the Oregon Department of Transportation (ODOT). This mutual aid agreement:

- Enables public works agencies to seamlessly support each other during an emergency.
- Provides a mechanism for immediate response to requests and offers of mutual aid.
- Prepares the documentation needed to seek the maximum reimbursement possible following an emergency response.

2.2.5 Potable Water Provision Assistance

The City has emergency interties and intergovernmental agreements with the cities of Wood Village, Fairview, and Gresham that permit all municipalities to provide potable water to the others in times of need. In each case, the potable water conveyance systems of each municipality are connected via a metered, multi-directional interconnect.

Furthermore, the City, along with 24 other water providers in the greater Portland Metropolitan Area, participates in the Regional Water Providers Consortium, which provides leadership in planning, management, stewardship, and resilience of drinking water. In addition to providing best practices, the Consortium can be leveraged for resource procurement and disputes in the event of an emergency involving the City's drinking water.

2.3 HAZARDS AND THREATS

The City's risk to hazards and threats is captured in the 2024 Multnomah County Multi-Jurisdictional Natural Hazards Mitigation Plan (NHMP) which profiles natural hazards specific to the region and presents strategies to mitigate their likelihood and/or impacts. Additionally, the NHMP can be used to inform emergency management activities such as:

- The selection of meaningful scenarios for exercises to test the EOP.
- The advanced planning of tactics to address potential consequences of identified hazards based on situational contexts.
- Informed education and outreach strategies that are reflective of the whole community.

The County NHMP is updated, at a minimum, once every five years to comply with FEMA requirements. It is recommended that each identified partner participates in this update to ensure actions that are responsive to their unique risk profile are included.

2.3.1 Risk Assessment and Potential Threats

The City's risk profile is dynamic and can change over time due to a variety of factors; Table 2-1 presents the hazards that have been identified for the City. These hazards form the basis for the multi-hazard approach to emergency operations contained in this EOP. The total Risk Score for each hazard was calculated as the sum of its history (how many times it has occurred), the City's average and maximum vulnerability (what kind of damage would result from the hazard's occurrence, and the probability of its occurrence; each of these parameters was weighted.

Table 2-1 City of Troutdale Hazards and Threats Rankings

| Natural Hazards | Ranking |
|-----------------|----------|
| Earthquake | Moderate |
| Flood | Low |
| Landslide | Low |
| Extreme Heat | High |
| Winter Storm | Moderate |
| Windstorm | High |
| Drought | High |
| Volcano | Moderate |
| Wildfire | Moderate |
| Wildfire Smoke | High |

Source: Multnomah County NHMP Chapter 5 – Jurisdiction/District Profiles – City of Troutdale

The Multnomah County NHMP only identifies natural hazards and not man-made ones such as cyberattacks, terrorism, and accidental chemical releases. The City should consider coordinating with the County to profile man-made threats and develop specific actions to mitigate their impact.

2.3.2 Hazard Mitigation

The County NHMP provides a list of actions and projects designed to mitigate the City's vulnerability to the hazards discussed therein. The inclusion of these projects within an approved NHMP makes them eligible for post-disaster funding from the federal government. Of the 13 mitigation actions identified for the City in the NHMP, the four (4) displayed in Table 2-2 below are closely aligned to EOP development efforts.

Table 2-2 City of Troutdale Hazard Mitigation Actions

| Hazard | Action ID | Description | Alignment to EOP | Lead Dept. |
|--------------|-----------|---|---|-------------------|
| Multi-hazard | 1 | Continue to integrate natural hazard risk information into plan and development code updates. | This EOP update incorporates an all-hazards planning process that can be used for virtually any natural hazard event. | Land Use Planning |

Table 2-2 City of Troutdale Hazard Mitigation Actions

| Hazard | Action ID | Description | Alignment to EOP | Lead Dept. |
|---------------------------|------------------|--|--|-------------------|
| Landslide | 8 | Develop coordination between Public Works and the Building Department for improving stormwater management standards on private property. | This EOP update contains best practices for inter-departmental communication. | Land Use Planning |
| Severe Weather | 9 | Create a handout for residents living in mobile homes about wind and snow load impacts on roofs. | This EOP contains references for public notification documents such as informational handouts. | Building Dept. |
| Wildfire & Wildfire Smoke | 13 | Continue development of culturally competent wildfire risk education materials for residents. | This EOP contains references for public notification documents such as informational handouts. | Land Use Planning |

Source: Multnomah County NHMP Chapter 5 – Jurisdiction/District Profiles – City of Troutdale

As a best practice, the City should pair its hazard mitigation actions with recommendations determined in post-emergency after action reviews (*see Section 8.3 for more information on after action reviews*); together these action items can be tracked by the City as a means of measuring its improvements in emergency preparedness and resilience.

3.0 EMERGENCY MANAGEMENT ORGANIZATION

| Plan Section | Section Outline |
|--|--|
| 3 Jurisdictional Authority and Emergency Powers | 3.1 Jurisdictional Emergency Management Authority 3.2 Emergency Management Organization |

3.1 JURISDICTIONAL EMERGENCY MANAGEMENT AUTHORITY

The management of emergencies is, in the first instance, the responsibility of local government and, per the Oregon Revised Statutes (ORS) 401.023(2), the State “shall not assume authority or responsibility for responding to an emergency unless the appropriate response is beyond the capability of the city and county in which the emergency occurs, the city or county fails to act, or the emergency involves two or more counties.” Thus, the City and its jurisdictional partners are responsible for establishing an emergency management program and, more generally, determining how their community responds to an emergency.

3.2 CITY EMERGENCY MANAGEMENT ORGANIZATION

The City has not established a formal emergency management organization that is separate from its existing departments. Instead, the City Manager serves as the de facto Emergency Manager and may delegate their authority to serve within this role. Depending on the size and type of the incident, this authority may already be delegated by ordinance or by practice. For this reason, the composition of the City’s EMO changes according to the emergency.

For the purposes of this plan, the City’s EMO refers to the collective body comprised of the Executive Group and Emergency Response Partners, which are further described in the following sections. The City’s EMO is expected to fulfill the following functions:

- Coordinate planning activities necessary to prepare and maintain the City EOP.
- Maintain operational readiness of identified facilities to serve as locations for an incident command post (ICP) or County EOC from which support for emergency operations can be coordinated. See Chapter 6 for more information on the EOC coordination.
- Establish a common incident command structure to be used by all EMO partners. See Chapter 4 for more information on mechanisms to manage an incident.
- Coordinate with City, county, state, and federal agencies to integrate effective practices in emergency preparedness and response in a manner consistent with NIMS.

3.2.1 Executive Group

The Executive Group is comprised of the Mayor and City Council, City Manager/Emergency Manager, and City Department heads; the inclusion of which Department heads will vary based on the situation. The general responsibilities of the Executive Group are as follows:

- Maintain working relationships with local jurisdictions, private and non-governmental organizations, and other partners.
- Support participation in local emergency preparedness and mitigation efforts such as planning, training, and exercises amongst government employees, citizens, and local leaders.
- Implement laws and regulations that support emergency management and response.
- Ensure that emergency management plans incorporate the unique needs of the community.
- Encourage residents to participate in volunteer organizations such as Community Emergency Response Teams (CERTs).

The responsibilities unique to each component of the specific entities within the Executive Group are outlined in Table 3-1.

Table 3-1 Executive Group Responsibilities by Position

| Executive Group Component | Responsibilities |
|---|---|
| Mayor and City Council | <ul style="list-style-type: none"> • Declare State of Emergency and request assistance through the County (Mayor or designee does this) • Establish the city emergency management authority via ordinance. • Adopt updates to the City's EOP and continue to enact emergency management-related legislation. • Make decisions related to emergency funding and expenditures. • Communicate with the community during EOC activation. • Attend ICS update briefings during an event |
| City Manager / Emergency Manager | <ul style="list-style-type: none"> • Support all City departments in developing, maintaining, and testing their respective capabilities • Direct the emergency operational response of City Services or delegate this duty. • Ensure the maintenance of plans for protection and preservation of City records • Support the City's preparedness for emergencies in terms of budgetary and organizational requirements. • Advise the Mayor and City Council on emergency matters. • Maintain a local resource inventory and ensure EOC facilities in the City are operational. • Request activation of the County EOC • Serve as liaison between the City and the County and OEM • Monitor the preparedness of the City and alert the governing body of needs. • Coordinate liaisons with various partners |
| City Department Heads | <ul style="list-style-type: none"> • Participate in emergency preparedness and response efforts (plan development and training) • Provide key resources and personnel. • Ensure response and recovery capabilities are maintained through policies and procedures |

3.2.2 Emergency Response Partners

The City Departments, local volunteer and nonprofit organizations, private enterprises, and County and State entities involved in an emergency response will vary in each emergency. Typically, this group will be comprised of Gresham Fire and Emergency Services, Multnomah County Sheriff's Office, local Emergency Medical Service (EMS) agencies, Multnomah County Health Department, and the City Public Works Department. Within the City's EMO structure, the collective body of these agencies can be seen as the operational arms extending from the central Executive Group, receiving direction and coordination then providing resource outlooks and incident information in return.

Successful implementation of the EMO is based on the following assumptions for City and community partners:

- Partners have reviewed, understand and accept their assigned roles and responsibilities.
- Though partners retain ultimate authority over their own personnel, management of emergency operations may require assigned personnel (e.g., EOC team) to take direction from outside of their normal chain of command.
- Partners should remain flexible during emergencies and be prepared to adapt as situation evolves.

For the purpose of this plan, the City's partners have been assigned to one or multiple ESFs. Each ESF is led by a primary agency who is responsible for carrying out or facilitating function-specific activities and relaying between cooperators and the EOC. Table 3-2 summarizes the four functional groups containing a distinct set of ESFs. For a comprehensive overview of what each partners' specific tasks are their assigned ESF(s), refer to the applicable Functional Annex as delineated by each row's cell color.

Table 3-2 Response Partners by Emergency Support Function

| ESF | Local Primary Agencies | Local Supporting Agencies | State and Federal Supporting Agencies | Other Cooperators |
|---------------------------------|--|--|---------------------------------------|---|
| ESF 1 Transportation | Troutdale Department of Public Works | TriMet, County Transportation Division, RDPO | ODOT, US DOT | Port of Portland (airport), All-Wood Recyclers |
| ESF 2 Communications | Troutdale Information Technology Services Division | BOEC, MCEM | OEM, FEMA, FCC, NOAA | Western Oregon Radio Club, Hoodview Amateur Radio Club, Multnomah County ARES |

SECTION 3.0 Emergency Management Organization

APRIL 2025

| ESF | Local Primary Agencies | Local Supporting Agencies | State and Federal Supporting Agencies | Other Cooperators |
|--|---|--|--|---|
| ESF 3 Public Works | Troutdale Public Works Department , Troutdale Building Division | Regional Water Providers Consortium, Waste Management, Metro | ODOT, US Army Corps of Engineers | Urban Flood Safety and Water Quality District |
| ESF 4 Firefighting | Gresham Fire Department | Multnomah County Rural Fire District #10 | OFSM, FEMA, US DOT, NTSB, | N/A |
| ESF 5 Information and Planning | Troutdale Executive Department | MCEM | OEM, US DHS | N/A |
| ESF 6 Mass Care | Multnomah County Department of Human Services | Reynolds School District | ODHS, OEM, Oregon National Guard, FEMA, US DHHS | American Red Cross |
| ESF 7 Resource Support | Troutdale Finance Department | MCEM | OEM, State DAS, US DAS, US DHS | American Red Cross |
| ESF 8 Health and Medical | Gresham Fire Department, American Medical Response | Multnomah County Health Department | OHA, ODEQ, OSHA, US DHHS | American Red Cross |
| ESF 9 Search and Rescue | Multnomah County Sheriff's Office | Gresham Fire Department | Oregon USAR Task Force | MSCO SAR (volunteer) |
| ESF 10 Hazardous Materials | Gresham Fire Department | Multnomah County LEPC | OFSM Region 3 HazMat Team | N/A |
| ESF 11 Food and Water | Multnomah County Department of Human Services | N/A | OCHS, Oregon Foodbank, US DHHS | American Red Cross |
| ESF 12 Energy | Troutdale Public Works Department | PG&E, Northwest Natural | Oregon Department of Energy, Public Utility Commission of Oregon, FERC, US DOE | N/A |
| ESF 14 Public Information | Troutdale Executive Department | MCEM | OEM, ODHS, OHA, OSP, FEMA | N/A |
| ESF 15 Volunteers and Donations | Troutdale Executive Department | MCEM | OEM, ORVOAD, FEMA | American Red Cross, Salvation Army |

SECTION 3.0 Emergency Management Organization

APRIL 2025

| ESF | Local Primary Agencies | Local Supporting Agencies | State and Federal Supporting Agencies | Other Cooperators |
|---|---|--|--|-------------------------------------|
| ESF 16 Law Enforcement | Multnomah County Sheriff's Office | Gresham Police Department | OEM, Oregon State Police, ODOT, US DHS, US Coast Guard | N/A |
| ESF 17 Agriculture and Animal Production | Multnomah County Animal Services Division | East Multnomah County Soil and Water Conservation District | RDPO Animal MAC Group, Oregon Dept. of Agriculture, USFWS, US Dept. of Agriculture | Oregon Humane Society, Sound Equine |
| ESF 18 Business and Industry | Troutdale Tourism and Economic Development Division | MCEM | State DAS, US DAS | Local businesses and NGOs |

Note: The City Departments and local partners listed under "Local Primary Agency" column for each ESF means that they are responsible for organizing partners to execute activities required to meet established objectives for that ESF rather than be responsible for directly completing each activity.

4.0 INCIDENT MANAGEMENT

| Plan Section | Section Outline |
|---|--|
| 4 Incident Management Structures | 4.1 Incident Command System 4.2 Unified Command 4.3 Area Command 4.4 Joint-Information System |

4.1 INCIDENT COMMAND SYSTEM

The City has adopted the NIMS, including the use of the Incident Command System (ICS), as the management structure to be used to manage emergency operations. ICS is a standardized, scalable, and flexible approach to the command, control and coordination of on-scene incident management. ICS specifies an organizational structure, known as an Incident Management Team (IMT), for incident management that provides a common hierarchy within which personnel from multiple organizations can be effective; Figure 4-1 lists the general makeup of an IMT with responsibilities listed for each of its sections. It should be noted that the structure depicted in Figure 4-1 does not include the various units that may be activated under each section.



Figure 4-1 Incident Command Team Structure and Responsibilities from [FEMA ICS 300 Training Module](#)

4.1.1 Command Staff

Command Staff consists of the Incident Commander and the positions that report directly to the Incident Commander. These additional roles are scalable according to resources, and can include the Safety Officer, Public Information Officer, and Liaison Officer.

4.1.2 General Staff

The General Staff positions are responsible for coordinating the range of support the emergency may require and include the Operations, Planning, Logistics and Finance/Administration Sections. In some incidents the General Staff may also include an Intelligence/Investigations Section, either operating under a staff section, or as a standalone section.

4.2 UNIFIED COMMAND

When no one jurisdiction, agency or organization has primary authority and/or the resources to manage an incident on its own, a Unified Command may be established. Under a Unified Command, participating entities jointly manage an incident management team (IMT) through a single set of approved priority objectives and a single Incident Action Plan (IAP). Unified Command can allocate resources regardless of ownership or location through collaborative command of the incident response and preserves individual agency authority, responsibility or accountability.

As an example in the context of the City, an opportune time to utilize Unified Command may be evacuation planning: MCSO has the authority to close roads, redirect traffic, and alert citizens but would require the resources and planning assistance of the City's Public Works Department (PWD). Together, MCSO and PWD would form a Unified Command to oversee the effort.

4.3 AREA COMMAND

The Area Command structure involves multiple IMTs reporting up to a single, coordinating body known as the Area Command. This management structure can oversee the organization of multiple incidents handled by separate ICS organizations, very large incidents that involve multiple ICS organizations, or emergencies that occur over a large geographic area.

Area Command should receive its authority through a written delegation of authority and be limited to only the positions absolutely necessary for its functioning. As soon as Area Command is developed, the incident commands falling under its direction must be briefed on the Area Command's authorities and roles.

Unlike Unified Command, Area Command is typically employed to manage distinct incidents happening simultaneously, so the objectives set by it are broad and IAP development is left to the individual ICTs.

Figure 4-2 demonstrates an example using the organizational structure of four ICTs reporting to a single Area Command.

4.4 MULTI-AGENCY COORDINATION (MAC) GROUP

Multi-Agency Coordination (MAC) Groups can be understood as the next level of coordination above Area Command. If the emergency requires significant coordination between jurisdictional partners with authority over the incident, a MAC Group may be established to include administrators/executives from each participating entity who are authorized to commit agency resources and funds. The MAC Group provides a venue for coordinated decision making and resource allocation among cooperating agencies and is responsible for providing direction in situations where there are competing priorities, resource constraints and the need for harmonization of policy.

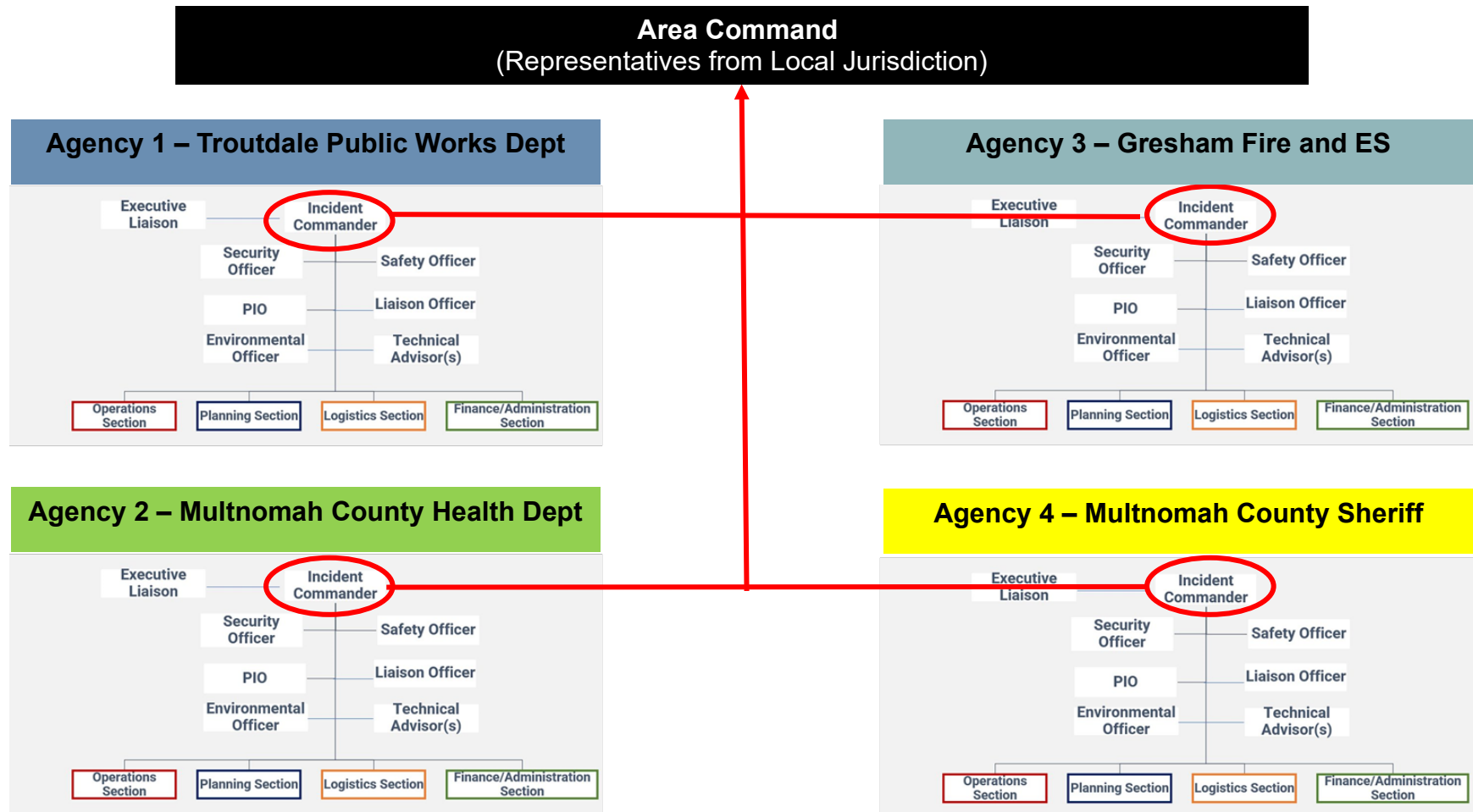


Figure 4-2: Local IMTs Reporting to an Area Command Structure

5.0 OPERATIONAL COORDINATION

| Plan Section | Section Outline |
|-----------------------------------|--|
| 5 Operational Coordination | 5.1 Communications 5.2 Resource Management 5.3 Declarations 5.4 Continuity of Government 5.5 Documentation |

5.1 COMMUNICATIONS

Plain language is essential to the safety of first responders and the public and will be used by all City personnel during emergencies. The use of common terminology enables emergency responders, EOC personnel and staff to communicate clearly with each other and effectively coordinate response activities, regardless of an incident's size, scope or complexity.

5.1.1 Joint-Information System (JIS)

The Joint Information System (JIS) consolidates public and incident information into a unified organization. When needed, a JIS will operate across other NIMS command and coordination structures: ICS, EOC, and MAC Group. Essentially, the JIS coordinates how information is gathered, filtered, and disseminated to the necessary parties by supporting interagency operational communications and public affairs.

5.1.1.1 Joint Information Center (JIC)

Some incidents may require that a physical or virtual meeting space be established to conduct JIS-related operations from, otherwise known as a Joint-Information Center (JIC). From this meeting space, PIOs from all participating agencies can work together to distribute press releases, conduct media briefings, and issue other forms of public information.

5.1.2 Operational Communications

In smaller localized incidents, the scene or location of the incident will be managed by an incident commander and field-based Incident Management Team (IMT). An incident command post (ICP) may be set up to support on-scene tactical operations; the ICP may be as small as a vehicle or tent, as large as an office building, or even virtual from multiple locations depending on the scale, needs, and/or constraints of the incident. As the situation becomes more complex, an EOC may be activated to serve as a central location to support the information and resource requirements of the IMT(s). The Executive Group will advise the EOC by (1) providing leadership and policy direction to the Incident Commander and EOC Team to guide decision making and priority setting and (2) providing guidance for the allocation of scarce resources and

collaborating to manage competing priorities. Generally, the field response units will communicate with the on-scene incident commander who will then report up to the EOC. Rather than directing field operations, the EOC supports field operations through the provision of resources, policy direction, and situational awareness.

If multiple IMTs/ICPs are established, communication channels will remain the same but with an added tier of reporting. If the incident rouses significant public attention or requires notification of the public, a Joint-Information Center (JIC) should be stood up to provide coordinated public information functions for the multiple IMTs/ICPs.

5.1.3 Communication Channels

City personnel typically communicate with one another using their personal mobile phones via text message and voice call. The City possesses five (5) FirstNet smartphones that can be distributed to personnel as needed.

Additionally, the City maintains 10-15 interoperable hand radios, stationary radios in most of its vehicles, and radio base stations. The hand-radios do not have sufficient transmission power for effective 2-way communication with the County EOC; however, the City's vehicle radios, and base stations can communicate with the County EOC.

The City maintains and regularly updates a list of all PWD staff and their afterhours phone numbers that is distributed amongst PWD and some City management staff. As a best practice, the City should expand this list to include all City departments and prominent external partners.

5.1.3.1 Communication Support During Black Sky Event

The City currently keeps portable HAM radios in the storage room just outside the Kellogg Room at the Troutdale Sheriff's Operation Center. These devices can be used by City personnel to communicate amongst each other and with partners in the case that typical communications systems are disabled by widespread power outages associated with Black Sky Events.

The Western Oregon Radio Club (WORC) operates Linked Amateur Radio Repeaters across the Portland Area that are able to access the Evergreen Intertie system, a group of interconnected repeaters located across the Pacific Northwest. This capability can unify communications in the region in the event of a black sky event in which the typical communications networks are impacted.

5.1.4 Interoperability

Interoperability is the ability of public and private agencies, departments and other organizations to operate and communicate effectively together through the use of systems, personnel and equipment.

To maintain this interoperability with its partners, the City utilizes the radio programming service offered by the County on a yearly basis to ensure they can properly communicate with various local partner agencies, including the County, during an emergency.

Interoperability plans or procedures should be developed that include training and exercises, SOPs, new technology and considerations of individual agency governance, as well as consideration of use within a stressful and often chaotic context of a major response. Interoperable voice, data or video-on-demand communication systems allow emergency management/response personnel to communicate within and across agencies and jurisdictions in real time, when needed and when authorized.

See the Emergency Services Annex for more information on operational communications.

5.2 RESOURCE MANAGEMENT

Each jurisdictional partner is responsible for the direction and control of their respective resources during an emergency and for assessing and communicating their resource needs. Prior to requesting support, partners must utilize all available local resources including those available through mutual aid.

If the City's IMT has been activated, the Logistics and Planning Sections have primary responsibility for coordinating the resource management activities. In a situation where limited resources and competing priorities exist, the Executive Group is responsible for providing prioritized direction.

5.2.1 City Resource Management

The City currently uses separate inventories for its resources (i.e., a mobile equipment inventory and a City vehicle inventory) that are maintained via Microsoft Excel files. The following subsections provide ways for the City to aggregate its resource inventories and develop the capability to type and track its resources for deployment in an emergency.

5.2.1.1 Resource Tracking

The Public Works Department can use ICS 204 Assignment List Forms and T-cards to track personnel and asset movements. T-cards are good contingency system for blackout events, but the City should consider incorporating electronic software that provides users with a one-stop-shop for tracking resource deployments in an emergency.

See Section 2.2.1 City Resource Management and Tracking of the Management Services Functional Annex for more information.

5.2.1.2 Resource Inventorying and Typing

Resource typing is a method for standardizing the terms used when requesting equipment and managing resources during an incident. The approved NIMs resource typing system categorizes resources based on their size, power, and quantity then assigns them a designation of either Type I, Type II, Type III, and Type IV (with Type I representing the greatest resource capability and Type IV representing the least or smallest resource capability).

Since the City does not currently maintain a consolidated resource inventory and typing system, the City should utilize FEMA resources. FEMA's [Resource Inventory System \(RIS\)](#) gives jurisdictions a cost-free platform to consolidate all of their emergency resources into a single database. The tool is equipped with FEMA resource typing definitions from the Resource Typing Library Tool (RTLTL) that can be used to apply a categorization to each resource that is entered into the data base.

A resource typed list can increase the usefulness of the tools requested during an emergency and may reduce costs by eliminating orders for equipment that is inaccurate or inappropriate for the situation. City response personnel and support staff should be trained and exercised using resource typing lists to ensure familiarity with the standard terminology for commonly requested resources.

See Appendix E for more information on resource typing.

5.2.1.3 Credentialing of Personnel

The City does not currently maintain a formal credentialing system for personnel; however, both Human Resources and Public Works track ICS course certificates amongst City staff. The City can utilize the RIS tool to enter, track, and assign credentialing to its personnel.

5.2.2 Mutual Aid

State law (ORS 402.010 and 402.015) authorizes local governments to enter into cooperative assistance agreements or mutual aid agreements with other public and private agencies in accordance with their needs. Personnel supplies and services may be used by a requesting agency if the granting agency cooperates and extends such services. However, without a mutual aid pact, both parties must be aware that state statutes do not provide umbrella protection, except in the case of fire suppression pursuant to ORS 476.510 to ORS 746.610 (the Oregon State Emergency Conflagration Act).

Existing Mutual Aid Agreements (MAA) and Memorandums of Understanding (MOU) are on file with City Emergency Management. During an emergency, a local Declaration of a State of Emergency may be necessary to activate these agreements and allocate appropriate resources. Existing mutual aid agreements and other mechanisms for mutual assistance are listed, where necessary in the ESF annexes of this EOP.

5.2.3 Oregon Resources Coordination Assistance Agreement

The Oregon Resources Coordination Assistant Agreement (ORCAA) program allows partnering entities to establish and adopt formal agreements to provide staffing, technical, and operational resources during emergencies. ORCAA is ideal for procuring resources from entities outside of those that the City has existing agreements with, as outlined in Section 2.2.

To initiate the ORCAA process with another entity, the City's authorized representative will complete an ORCAA Request Form outlining its needs and submit the form to the specific individual or department the resources will come from within that entity; the City's authorized representative will also submit a copy of this request to ODEM.

Once the request is granted and agreements are made, the City's authorized representative will be responsible for directing any resources it receives through ORCAA.

See Appendix F for supporting information and applicable forms.

5.2.4 State Assistance

Once the County receives a Local Declaration of Emergency from the City, it may determine that the incident requires more resources than it can provide. In the event of this, the County will formally request State and/or interjurisdictional assistance to respond to an emergency event through the Oregon Emergency Response System (OERS). OERS is a state program to receive requests for emergency assistance and to lead coordination activities amongst the applicable jurisdictions. The County will designate specific individuals that are authorized to utilize OERS on its behalf. Upon contacting OERS, the authorized County representative (typically, the County Emergency Manager) will provide the required information in the table.

Once a local declaration of emergency has been received by the State from the County, the County will designate a liaison (authorized individual) to coordinate state emergency response resources and related activities at the impacted area. ODEM will route the declaration to the Governor for State resource allocation.

5.3 DECLARATIONS

The City may utilize the emergency declaration process in the event that the resources available to them are not sufficient for a response and recovery effort or simply to implement the provisions of their emergency code. Based on the severity of the situation, emergency declarations can progress from local to Multnomah County to the State of Oregon to the Federal Government. See Section 5.3.2 for this progression.

Local Declaration Requirements

A local declaration of state of emergency must:

- Limit the duration of the state of emergency to the period of time during which the conditions giving rise to the declaration exist or are likely to remain in existence (ORS 401.309(1)).
- Describe the conditions required for the declaration ordinance (ORS 401.309(2)).

5.3.1 Local Declaration

A Local Declaration empowers the governing body to assume centralized control and have authority over all departments and offices of the jurisdiction for the purpose of responding to the emergency (ORS 401.309). Section 2.28.070 of the Troutdale Municipal Code (TMC) outlines the authorized actions the City may take under a declaration of emergency.

Declaration Authority: According to Section 2.28.040 of the TMC, the City Mayor has primary authority to declare an emergency. If the City Mayor is unavailable or unable to perform this duty, then the following line of succession shall be followed

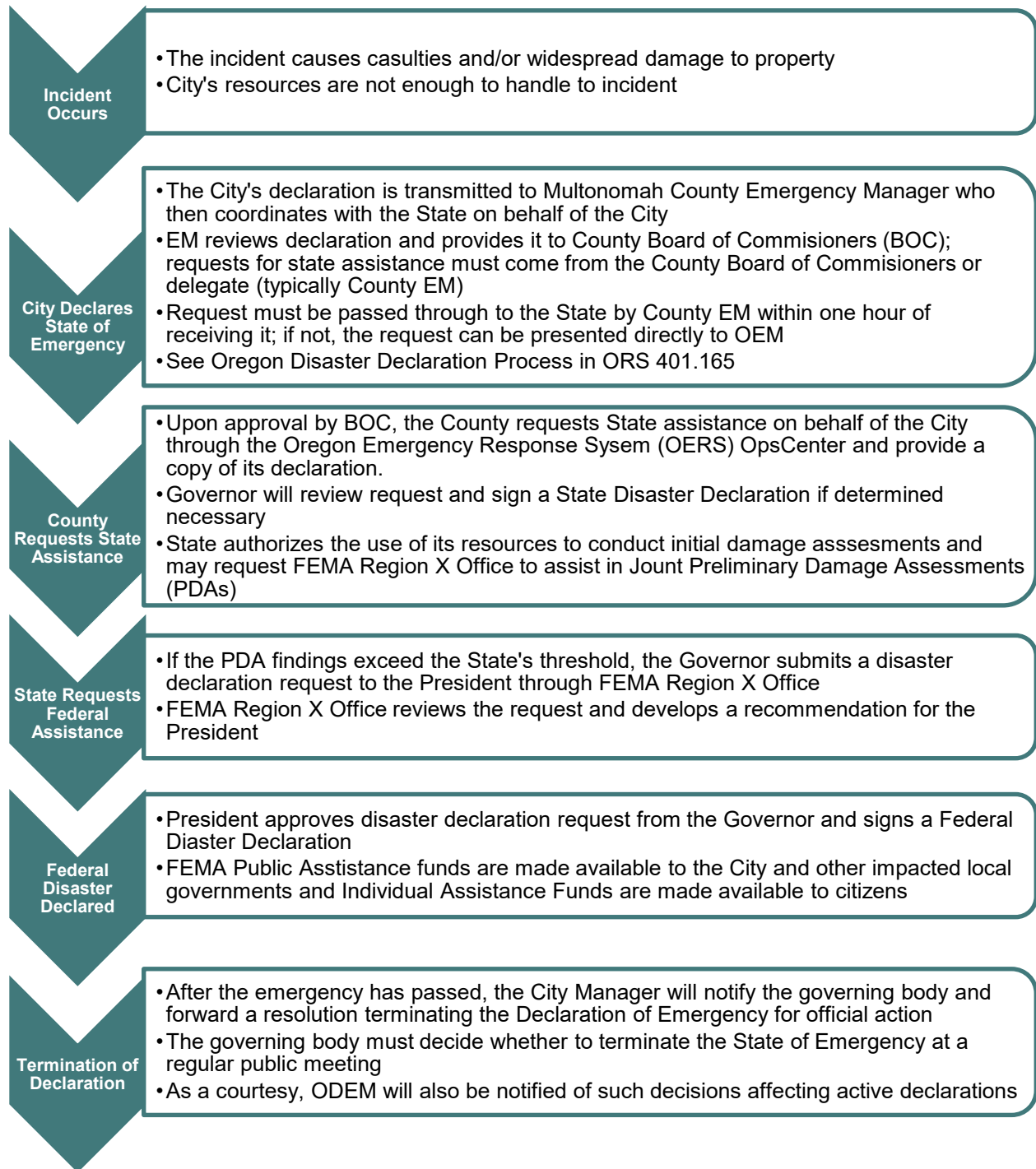
1. The City Council President
2. The available Councilmember who has most recently served as Council President
3. The available Councilmember holding the position of highest seniority

Information Needed in Declaration:

- Description of situation and the existing conditions
- Delineation of the geographic boundaries of the affected area
- A list of the special powers being activated by the City
- Declaration that all local resources have been expended and request to the Governor for the type of assistance needed (if seeking additional assistance)
- The period of time the state of emergency shall exist. Per Section 2.28.050 of the City's Code of Ordinances, a state of emergency shall not exceed two weeks in duration but may be extended for up to an additional two weeks.
- Signature of City Manager or designee

A courtesy copy of the local declaration should be sent to the Multnomah County Emergency Manager and Oregon Emergency Management (via OERS) to alert them of the local situation. *Examples of Disaster Declaration forms are provided in Appendix E.*

5.3.2 Declaration Progression Process



5.3.3 Other Declarations

Other declarations such as through the Emergency Conflagration Act, and Public Health Emergency, and a drought emergency can be made through the County on behalf of the City.

5.4 CONTINUITY OF GOVERNMENT

According to FEMA, continuity of government is defined as “the coordinated effort within each branch of a municipality’s government to ensure that governance and essential functions continue to be performed before, during, and after an emergency². For continuity of government planning, the following elements must be addressed:

- Line of succession for essential agency positions (see Table 5-1 below)
- Pre-delegation of emergency authorities to key officials
- Processes for safeguarding vital records and systems
- Protection of facilities and personnel
- Processes for relocating to alternate facilities from which to operate out of

To date, the City has not finalized a Continuity of Operations (COOP) or Continuity of Government (COG) plan. In the event this plan is developed, it should be used in conjunction with this EOP.

Table 5-1 Emergency Management Lines of Succession

| Emergency Operations | Emergency Policy and Governance |
|------------------------------------|---|
| City Manager | Mayor |
| <i>As assigned by City Manager</i> | Council President |
| Public Works Director | Council Members (Last Past Council President) |
| | Council member who has served the longest consecutively on Council. |

² Guide to Continuity of Government for State, Local, Tribal and Territorial Governments, FEMA, July 2021

5.5 INCIDENT ACTION PLANNING

The ICS Framework contains established forms and templates that can be compiled to create an Incident Action Plan (IAP). The number of forms included, and the complexity of detail provided in each form within an IAP will vary by incident; however, at a minimum, the City's IAPs should include the following ICS forms:

[ICS Form 201 - Incident Briefing](#) provides a template for recording comprehensive information on an incident during an operational period. This form is crucial for exchanging information between the personnel of succeeding operational periods.

[ICS Form 202 - Incident Objective](#) can be used to record the objectives determined by the IC during an incident.

[ICS Form 203 - Organization Assignment List](#) provides a template for organizing the various individuals involved in a response, the position they have been assigned to, and the branch that they report to.

[ICS Form 204 - Assignment List](#) provides a template for assigning personnel and resources to various tasks.

[ICS Form 205A - Communications List](#) provides a template for listing all of the personnel involved in an incident response and the channel for contacting them through (email, mobile number, radio talk group number, etc.)

[ICS Form 206 - Medical Plan](#) should be used to indicate where personnel can go to receive medical attention and the viable ways to get to those locations.

[ICS Form 208 - Safety Plan/Message](#) should be used to explain the various conditions and hazards that pose safety risks for personnel out in the field and provide various methods to mitigate risks to these conditions and hazards.

Furthermore, the IAP for a given operational period should include documents that summarize the various conditions experienced such as weather reports and alerts from utility providers.

5.6 EQUITABLE RESPONSE AND RECOVERY

Access and Functional Needs Populations (also referred to as Vulnerable Populations and Special Needs Populations) are members of the community who experience physical, mental or medical care needs and who may require assistance before, during and after an emergency incident after exhausting their usual resources and daily support network.

Considerations for community members with access and functional needs should be included in all activities conducted by the City EMO and, to the greatest extent possible, the City EMO will assist in carrying out this responsibility by providing preparedness information, emergency public information, and critical public services in formats accessible to access and functional needs populations.

Examples of individuals who have access and functional needs include, but are not limited to:

- Individuals who are deaf or hard of hearing.
- Individuals with limited English proficiency.
- Children and the elderly.
- Individuals without vehicles or sufficient housing
- Individuals with special dietary needs.
- Individuals who experience physical disabilities.

6.0 EMERGENCY OPERATIONS CENTER COORDINATION

| Plan Section | Section Outline |
|--|---|
| 6 Emergency Operations Center Management | 6.1 Emergency Operations Center 6.2 Activation of the County EOC 6.3 Reporting to the EOC 6.4 Deactivation |

6.1 EMERGENCY OPERATIONS CENTER

During incidents that require robust coordination between multiple entities, activation of an Emergency Operations Center (EOC) will be necessary to centralize coordination and support of the response and recovery effort. While the on-scene Incident Commander retains tactical control of the incident, the EOC will coordinate and prioritize local resources in support of emergency operations and make high-level decisions such as response priorities that support field operations.

6.2 ACTIVATION OF THE COUNTY EOC

When the City foresees or requires enhanced coordination or additional resources to respond to an emergency, the City Manager may escalate the incident to the County and request an activation of the County Emergency Operations Center (EOC). The County EOC is the primary coordination mechanism between the County, its cities, its cooperators, the community and private sector. The EOC is organized using the Incident Command System with a representatives of key cooperator groups serving as liaisons to a designated position or branch within the EOC.

To request the activation of the EOC, the City Manager may contact the following receiving points:

1. The PSAP, which is part of the Bureau of Emergency Communications (BOEC)
2. The Multnomah County Sheriff's Office Records Section, located at 1120 SW 3rd Avenue
3. The MCEM Duty Officer, 503.988.6700 Option 1, em.dutyofficer@multco.us; satellite phone: 8816.224.35729; pager: 503.202.0316

Upon activating the EOC, the EOC Manager will notify members of the Policy Group as well as notify the State through the OpsCenter. Periodic updates will be issued appropriately for the duration of EOC activation.

The EOC will function based on operational periods established by the EOC Manager. If required, it may remain operational on a 24-hour basis or another appropriate timeframe.

6.3 REPORTING TO THE EOC

The County EOC Manager will work with the City's Incident Commander to provide support to the City's emergency operations. When needed, the City's Incident Commander will designate a liaison from the City to report to the EOC.

In most instances, the EOC will be established at a physical location that will be staffed by the EOC Team. The County has identified a primary and alternate location for its EOC which are summarized in Table 5-1 below. In situations where it is not practical or is unsafe to establish a physical location, EOC operations may be conducted virtually using available technology.

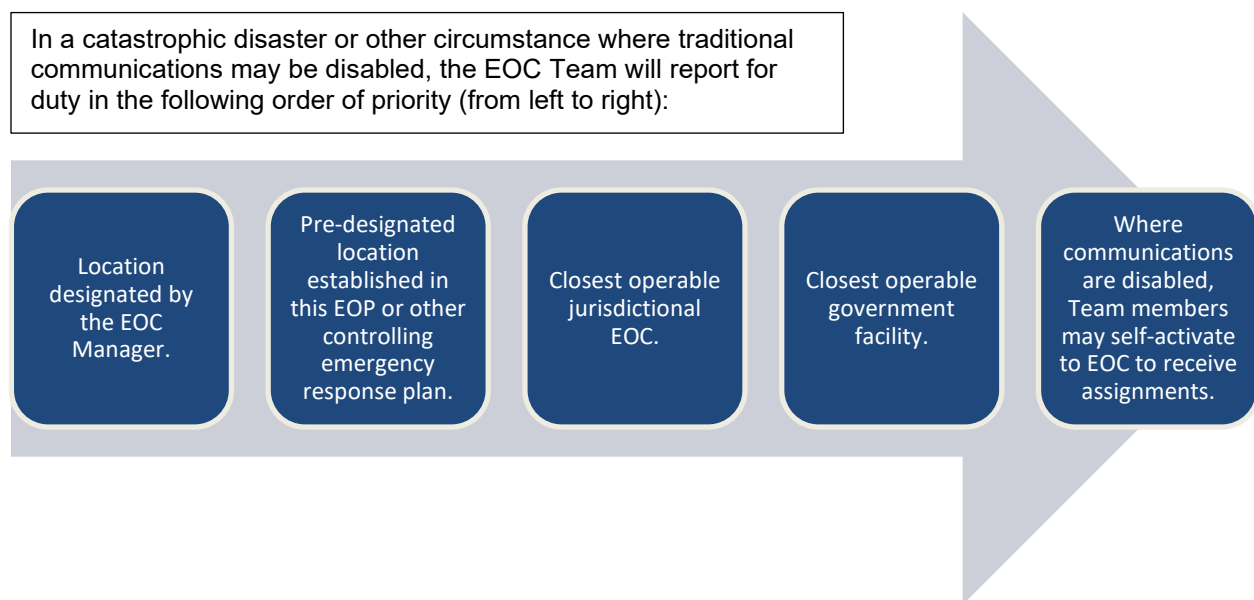
Table 6-1 County Emergency Operations Center Locations

| Primary Location | Alternate Location |
|---|---|
| Donald E Long Juvenile Detention Center at 1401 NE 68th Pl, Portland, OR 97213 | Multnomah Building at 501 SE Hawthorn Blvd. Portland, OR 97214 |

6.3.1 EOC Locations in the City

Situations may arise in which it is more strategic for the City to host the County EOC at one of its facilities. Figure 6-1 summarizes the decision process for determining the location of the EOC.

Figure 6-1: EOC Reporting Priority



The City currently maintains two facilities that could serve as primary and alternate locations for the County's Emergency Operations Center (EOC) during an emergency. If the County determines this, it will inform the City Manager that it wishes to host the EOC at one of the City locations then send personnel to staff it.

Tables 6-2 and 6-3 below summarize the primary and alternate locations of an EOC in the City, respectively. If necessary, the City Manager may designate additional alternate locations for the EOC.

The Primary EOC facility in the City has ample capacity to handle regional events in which the representation of multiple partners at the EOC is required while the Alternate EOC facility in the City can only handle smaller events that require only City representation and maybe one to two other partner representatives. It should be noted that the Alternate EOC facility would likely already be activated as an ICP during an incident.

Typically, the City will not be expected to host the regional response EOC since both MCSO and Gresham Fire & Emergency Services maintain their own EOCs; however, these partners may utilize the EOC facilities in the City as the center of a regional response effort in case their two facilities are damaged or inaccessible.

Table 6-1 Emergency Operations Center Primary Location

| | |
|-------------------------------|---|
| Building and Room Name | The Kellogg Room within the Troutdale Sheriff's Operation Center |
| Address | 234 SW Kendall Court, Troutdale, OR 97060 |
| Occupancy | 120 maximum |
| Backup Power | Diesel Generator – 2,000 gal |
| Onsite Resources | MCSO Radio Equipment – connection to BOEC's emergency responders' network and HAM radios. |
| | Phones – One Command Center Phone (wireless) and two phones connected to the City's landline network. |
| | Wireless Access Points (APs) – One managed by MCSO and one managed by City that can be opened up to guests if needed |
| | Projector Screen – accessible by HDMI cord |
| | AV System – controlled through MacBook laptop in the room |
| | Small TV – can be used as additional screen during meetings |
| | Broadcast – Metro Broadcast can output EOC meetings to other sources such as public access TV channels |
| | Mini Fridge and Cupboard – both currently unstocked but can hold limited rations in the event of significant hazard. |

Table 6-2 Emergency Operations Center Alternate Location

| | |
|-------------------------------|---|
| Building and Room Name | Public Works Building Conference Room |
| Address | 342 SW 4th Street, Troutdale, OR 97060 |
| Occupancy | 15-20 individuals |
| Backup Power | Generator |
| Onsite Resources | Base Radio Station – enables radio communication from the facility |
| | 85” TV display – accessible via wireless connection or HDMI cord |
| | Phones – Conference phone and individual desk phones |
| | Wireless Access Point (AP) |
| | Locker Rooms – equipped with showers. |
| | Full Kitchen |

6.3.2 City EOC Access and Security

During an emergency, access to the EOC will be limited to the EOC Team and personnel approved by the EOC Manager. Access to both the Primary and Alternate City EOC locations can be limited to personnel with key cards, the physical key, or a passcode. External agency representatives will be provided with the passcode while internal City personnel can use their key cards to access the EOC.

Currently, the doors to the Primary EOC facility in the City remain locked from 10:00 PM to 6:00 AM local time.

6.3.3 Virtual EOC

In situations where it is not practical or safe to establish a physical location, EOC operations may be conducted virtually via Zoom or other software determined appropriate by the County.

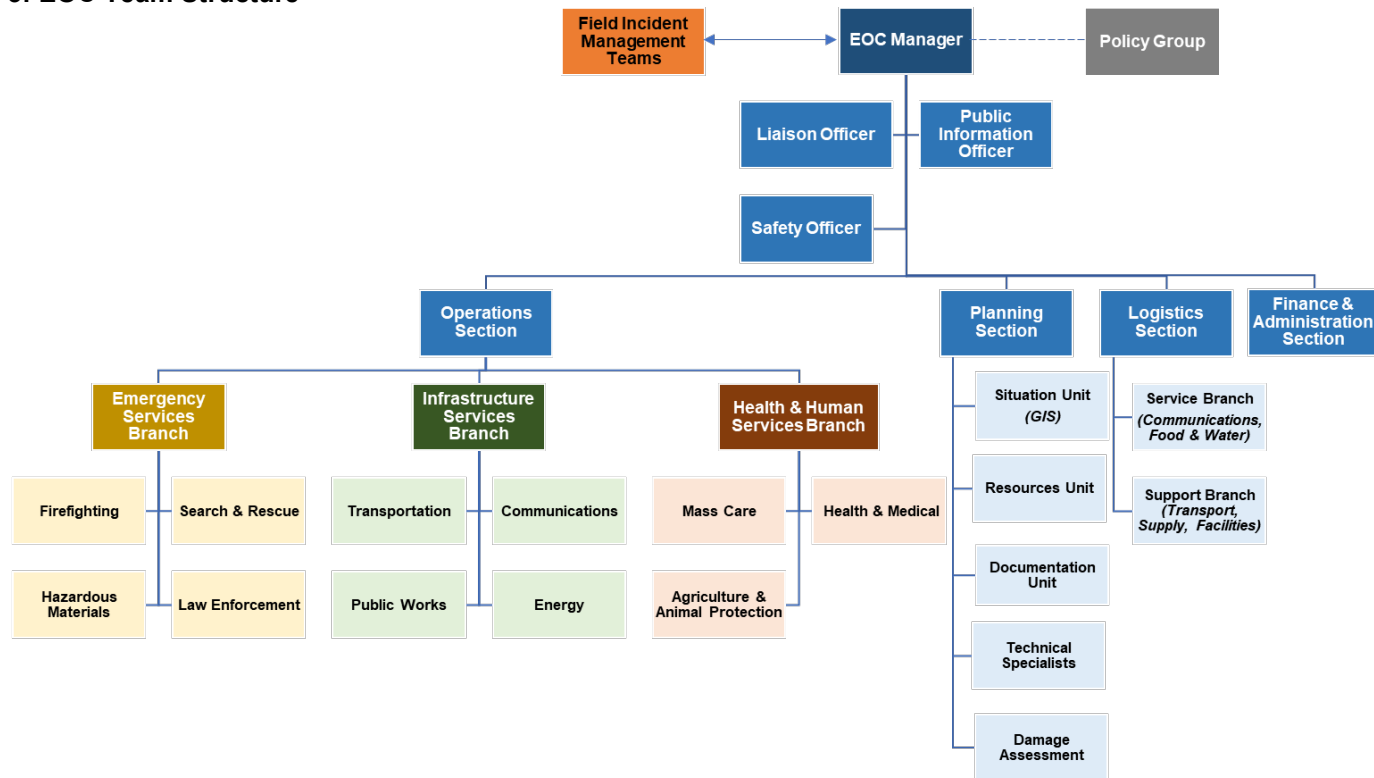
6.4 DEACTIVATION

The EOC Manager has the final approval authority for deactivation and closure of the EOC. Once the decision has been made to limit hours/staff or close the EOC, notification must be disseminated to the same agencies that were notified it was activated. If necessary, the EOC may also be re-opened, and emergency operations re-initiated at any time.

6.5 COUNTY EOC TEAM

The County's EOC Team will largely mirror the incident command system structure equipped with Command and General Staff. The key difference, however, is that instead of an incident commander, the County's EOC Team will utilize an EOC Manager. Refer to Appendix H for an overview of the primary EOC Team positions.

Figure 6-3: EOC Team Structure



6.5.1 City Support for County EOC Staffing

The incident may require the knowledge and expertise of City staff to serve within positions of the County EOC. At a minimum, the City must provide a liaison to sit within the County EOC and relay information to the City's Incident Management Team. If staffing availability permits personnel from the City departments involved in the incident response and recovery may also serve in roles within the County EOC.

Refer to Appendix H – EOC Team Position Descriptions for an overview of each position and a staffing assignment template.

7.0 CONCEPT OF OPERATIONS

| Plan Section | Section Outline |
|--------------------------------|---|
| 7 Concept of Operations | 7.1 Preparedness and Readiness 7.2 Monitoring, Initial Assessment, and Determination of Need 7.3 Activation and Mobilization 7.4 Notification, Alert, and Warning 7.5 Demobilization and Transition to Recovery |

7.1 PREPAREDNESS AND READINESS

The City will maintain organizational readiness through the following activities:

- Participate with partners in the regular review and update of this EOP's Basic Plan and Functional Annexes including acceptance of assigned responsibilities.
- Develop procedures to support execution of assigned activities.
- Maintain adequate equipment and supplies required to perform activities.
- Participate in training and exercises to build capacity.
- Educate both City personnel and citizens on proper emergency readiness practices.

Additionally, the City should coordinate with its partners to conduct the following actions to support readiness activities specific to emergencies:

- Maintain an emergency contact list and emergency resource inventory of assets.
- Pre-identify potential resource staging areas.

7.2 MONITORING, INITIAL ASSESSMENT, AND DETERMINATION OF NEED

The time allotted for this initial activity in the emergency response concept of operations will vary depending on whether the incident is notice (e.g. impending storm front) or no-notice (e.g. earthquake).

7.2.1 Monitoring

The Emergency Manager and supporting agencies will utilize available data (e.g. weather forecasts, floodplain maps) to initially assess the potential threat. The status of the potential threat will need to be continuously monitored to document changes, which the Emergency manager will provide updates on to the necessary personnel.

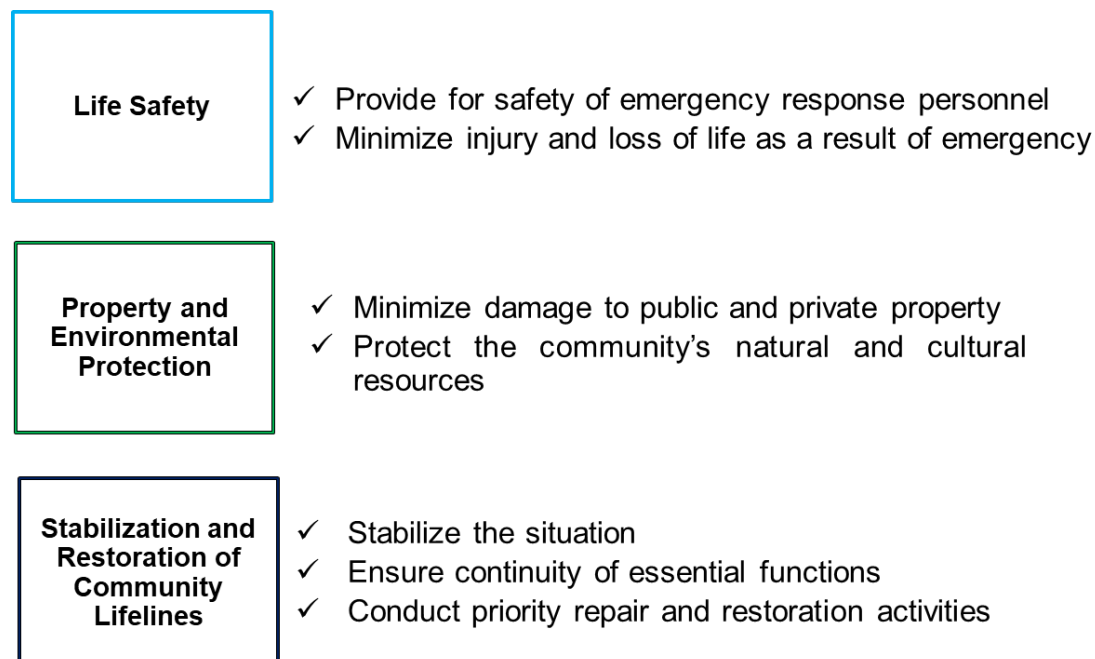
7.2.2 Initial Assessment and Determination of Need

To generate a current conditions snapshot of the area, the Emergency Manager will request information on critical assets and infrastructure, vulnerable populations (i.e. those with reduced mobility), and any unique land features (e.g. floodplains) within the incident area. Once these have been identified, the emergency manager will work with the necessary partners to identify potential impacts and needs then deploy preemptive resources as needed. Furthermore, it is in this phase that the Emergency Manager can work with local agencies to determine if certain populations in the incident area will need to evacuate. Whenever possible and warranted, for events with notice, the Emergency Manager should designate an Incident Commander and activate an Incident Command in advance of the incident's arrival, to commence preparation and organization for the event and marshalling of resources that will be needed.

7.2.2.1 Response Priorities

In this initial phase, the Incident Command and EOC teams should establish response priorities with guidance and direction from the Executive Group. This EOP provides the following overarching priorities as a foundation for how the City and its whole community partners will approach coordination of support for emergency operations, with life safety always as the top priority.

Figure 7-1 Priorities for Emergency Operations



7.2.2.2 Emergency Classification

The National Incident Management System (NIMS) Incident Complexity Guide establishes five levels of incident types that should be assigned to incidents by the City to indicate the extent of response required. Table 7-1 below lists these types.

Table 7-1: Emergency Type Guidance

| Type | Resistance to stabilization or mitigation | Time for resources to meet objectives | Effects on population | Length of effects | Evacuations Required | Impacts on CIKR ³ | Enhanced Coordination | Persisting Conditions | Likelihood of worsening or cascading effects |
|------|---|---------------------------------------|-----------------------|-------------------------------|--|---|------------------------------------|-----------------------|--|
| 5 | None | 1-2 hrs | Minimal | Minimal | Few or none | None | Minimal or none | No | None |
| 4 | Low | Several to 24 hrs | Limited | ≤24 hrs | Few or none | Solved in one operational period | Minimal or none | No | Low to none |
| 3 | Moderate | ≥24 hrs | Moderate | Several days to over one week | Possible; may require shelter | Adverse; multiple operational periods | Some | Possibly | Medium |
| 2 | High | Several days | Significant | Several days to 2 weeks | Possible; may require shelter / housing for several days to months | Destructive; requires coordination over multiple operational periods | Moderate; includes political orgs. | Possibly | High |
| 1 | High | Numerous operational period | Significant | 2 weeks to over a month | May require shelter / housing for several days to months | Highly destructive; requires coordination over multiple operational periods | High; includes political orgs | Yes | High |

³ Critical Infrastructure and Key Resources

7.3 INCIDENT RESPONSE

This sequence of the emergency management process involves the activation personnel and deployment of resources informed by the information collected in the previous step.

7.3.1 Incident Command System Activation

Once a situation has been assessed, the City Manager may, at the request of the Incident Commander or direction from the City Councilors, activate the City EMO. The on-scene Incident Commander (IC) will activate sections of their incident management team (IMT) as necessary.

If the EMO is activated, the Emergency Manager, in collaboration with the on-scene IC, will determine the level of staffing requirements based on the emergency's type, size, severity and anticipated duration. An Emergency Declaration is not required to implement the EMO.

7.3.2 Initial Notifications

The first on scene responder will alert the City Manager and the proper departments/agencies via phone call and, if it's the Gresham Fire Department or MCSO, through the BOEC's emergency responder's radio channel.

Upon activation of the EMO, the Emergency Manager and the PIO will notify the previously determined City personnel of their activation. If City personnel cannot be reached via phone, available personnel will be designated as runners to go to the unreachable employees' homes and alert them of their activation if it is safe to do so.

7.3.3 Situational Awareness and Intelligence Gathering

If activated, the Planning Section (in coordination with ESF 5 partners) will lead situational awareness and intelligence gathering activities and functions, unless otherwise designated. If a criminal or terrorist incident is suspected, the Sheriff's Office will coordinate with state law enforcement partners including the Oregon State Police and the Oregon Terrorism Information Threat Assessment Network Fusion Center (OTFC). During a terrorist incident, the OTFC will support situational awareness and intelligence gathering functions.

The Planning Section will develop and update Situation Status Reports (SitStats) that can be readily disseminated to all responders.

7.3.4 Mobilization

All City Departments and partners involved in the incident response will implement their respective plans and procedures, including the recall of critical employees (if the incident occurs during non-working hours or off-duty) and the collection, inventory, temporary repair and allocation of assets to sustain response operations. Once alerted, City Departments and

partners should, as soon as practicable, provide the Emergency Manager with the following information:

- Operational status.
- Readiness and availability of resources.
- Changing conditions and status of resources (personnel, equipment, facilities, supplies etc.).
- Significant concerns and issues dealing with potential or actual loss of life or property.

7.3.5 Continuity of Operations

City communication and work centers may be destroyed or rendered inoperable during a disaster. Normal operations can be disrupted during a general emergency; however, the City can still operate effectively if public officials, first responders, employees, volunteers and community members are:

- Familiar with established policies and procedures.
- Assigned pre-designated tasks.
- Provided with re-assembly instructions.
- Formally trained in their duties, roles and responsibilities required during emergency operations.
- Have alternate sites where the same functions can be performed.

7.4 NOTIFICATION, ALERT AND WARNING

If the emergency poses an imminent threat to life or safety, the City may choose to issue emergency alerts to inform community members of the situation and instruct them on protective actions that should be taken. The City may utilize a variety of methods to issue emergency alerts to response partners and the public that include:

- Emergency Notification System (Multnomah County Emergency Management)
- Website and social media
- Broadcasting stations (FlashAlert), Amateur radio
- Door-to-door notification

Emergency public information activities will initially be coordinated by the City's Public Information Officer (PIO) which may be filled by the City Recorder or Digital Media Specialist. For situations that exceed the capacity of the City, the City Emergency Manager will request assistance from Multnomah County Emergency Management.

See the Management Services Annex for additional details on information management.

7.4.1 Emergency Notification System

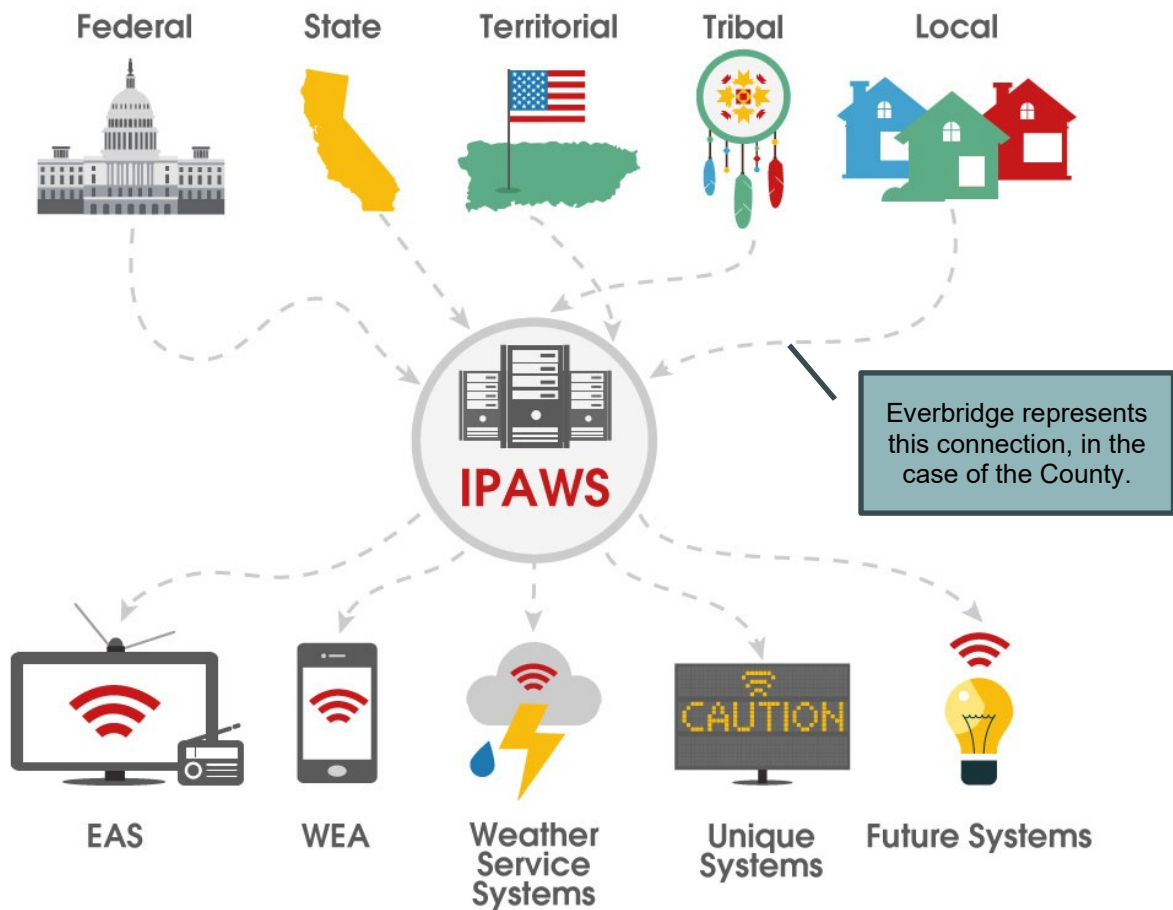
The City does not currently maintain an emergency notification system and, thus, relies on the County for this capability. Multnomah County Emergency Management is the alerting authority for the County and manages the software, Everbridge, that allows them to send emergency notifications through the Integrated Public Alert and Warning System (IPAWS). Figure 7-2 displays how the IPAWS system is structured: the County accesses the IPAWS network using Everbridge which then allows them to reach residents on their devices and media outlets.

For public notification, IPAWS uses its Emergency Alert System (EAS) and Wireless Emergency Alerts (WEA). Alerts via EAS go straight to media outlets and are less geographically specific than WEA alerts which go directly to all cell phones in the impact area specified by the County when crafting the message.

When a mass emergency notification is determined to be needed at the City-level, the City Emergency Manager will contact the County EM informing them of their need for a mass alert. The Public Information Officer will draft the message and provide the language to the County. The County will then refine the message based on federal requirements and distribute it to the area specified by the City EM. It should be noted the EAS/WEA messages are limited to English and Spanish.

See the Emergency Services Annex for additional details on emergency notification systems.

Figure 7-2: IPAWS Process from CalAlerts.org



7.4.2 Social Media and City Website

The City Digital Media Specialist is responsible for crafting social media posts and creating incident pages on the City's website that provide situational updates to the public. Regarding social media, the City maintains official accounts on four platforms: Facebook, Next Door, YouTube, Instagram, and X (formerly Twitter). Historically, the City has reached more residents through social media posts, specifically Facebook, than pages on its website.

7.4.3 Media Outlets

The City currently maintains an annual subscription to FlashAlert, a program that allows the City to send critical information to local news broadcast stations, radio stations, and newspapers as well as individuals that have subscribed to the service.

In the event that information needs to be distributed to the public, the City Recorder will login to the FlashAlert interface, select the various characteristics of the message (area, incident type, contact information), add any specific information, and submit the request. The FlashAlert program will then distribute the alert to the various media outlets that fall within the geographic area selected during the message design. It should be noted that the City Manager's contact information has typically been provided as the call-back number in these alerts.

7.4.3.1 Press Release/Media Briefing

The City Recorder maintains a list of individuals to contact when coordinating a press release or media briefing as well as an email group that assists in disseminating alerts concerning when and where a public meeting is taking place.

7.4.4 Door-to-Door

This method of notification should only be employed if there is a direct threat to life and property and the threatened individuals are assumed to not have received emergency alerts. If a hazard poses a direct threat to an area, MCSO and the Gresham Fire Department will work directly with the City to determine which homes and businesses need to be contacted directly by establishing direct verbal communication with residents. MCSO, Gresham Fire Department, and the City will make assignments amongst its personnel to go door-to-door to inform citizens of the looming threat and inform them what to do next.

7.5 DEMOBILIZATION AND TRANSITION TO RECOVERY

For situations primarily affecting the City or those in which a Local State of Emergency has been declared, the EOC Manager and/or the Emergency Manager, will determine when a threat is no longer present, emergency operations can be terminated, and normal City functions can be restored. For situations in which a State or Federal declaration has been made, then the State or Federal agencies will decide when and how a declared emergency is terminated.

Based on assessment of the situation, the EOC Manager and/or Emergency Manager will, in consultation with the Executive Group, facilitate a transition to recovery. In most situations, this will mean a demobilization of the EOC and return to routine operations. In situations where recovery activities are anticipated to be of a longer duration, the Executive Group may appoint a Recovery Manager to facilitate intermediate and long-term recovery rather than rely on the City Manager.

As the emergency progresses and the immediate response subsides, responders will hand responsibility for emergency coordination to agencies involved with short- and long-term recovery operations. The following issues will be considered when demobilizing:

- Identification of surplus resources and probable resource release times.

- Demobilization priorities as established by the EOC Manager and/or the City Manager.
- Released or demobilized response resources as approved by the EOC Manager and/or the City Manager.
- Repair and maintenance of equipment, if necessary.
- Documentation for all personnel, resources and supplies have been completed and submitted as required.

During the recovery phase of an emergency, the City Manager or Incident Commander has the final authority to establish priorities for recovery activities and the allocation of resources to support them.

7.5.1 Short-Term Recovery Actions

Upon completion of the immediate response phase, the City will begin working to restore vital services to the community and identifying and providing basic needs to the public. Short-term recovery operations may include:

- Restoring vital services such as power, communication, water and sewage, and waste management to an acceptable standard.
- Testing of drinking water and, if necessary, establishing new or additional drinking water supplies.
- Providing basic human needs such as food, clothing and shelter.
- Assessing damage and marking unsafe and unusable buildings, roads, or bridges.
- Assessing victims' needs.
- Removing disaster debris.
- Removing animal and human remains.
- Establishing security in affected areas

Once stability is achieved, the City can concentrate on long-term recovery efforts, which focus on restoring the community to a “new normal” or improved state.

7.5.2 Long-Term Recovery Activities

Long-term recovery restores the community to its normal state, or better. In this period, lessons learned from the incident are converted into hazard mitigation measures and improvements to emergency plans, procedures, supplies, and training. Long-term recovery activities are

generally conducted by the same resources used for similar activities during non-emergency times. These activities include the following:

- Restoration of non-vital government services.
- Demolition and reconstruction of damaged areas.
- Monitoring restoration activities.
- Establishing, if necessary, in coordination with the Federal government, a Disaster Application Center (See FA 2, Human Services).
- Identifying areas to improve and implement changes (such as building codes, emergency plans, training deficiencies, etc.) that could mitigate damage in future emergencies.

7.5.2.1 Environmental and Historical Preservation Requirements

To recover from an emergency event, the City may need federal assistance and will be subject to environmental and historical preservation requirements as a condition to receive aid. These federal requirements aim to preserve natural and cultural resources, and habitat areas (each federal agency has their own preservation requirements which may be applicable even in times of disaster recovery). To the reasonable extent possible, the City will implement its emergency response plans with minimal impact to these areas.

7.5.2.2 Oregon Disaster Recovery Plan

The Oregon Disaster Recovery Plan was developed under the authority of Oregon Revised Statutes, Chapter 401 which assigns responsibility for emergency services system within the State of Oregon to the Governor. This plan addresses how the State of Oregon manages recovery from disasters in support of local and tribal jurisdictions.

8.0 PROGRAM SUSTAINMENT

| Plan Section | Section Outline |
|------------------------------|---|
| 8 Program Sustainment | 8.1 Plan Review and Maintenance 8.2 Training and Exercise Program 8.3 After Action Review 8.4 Outreach and Education |

8.1 PLAN REVIEW AND MAINTENANCE

The EOP will be updated as necessary, based on lessons learned identified through drills and exercises, actual responses or changes in City government structure or emerging hazards.

8.1.1 Scheduled Plan Maintenance

At a minimum, this EOP will be formally reviewed and re-promulgated by the City Council every two years, and at maximum every five years to comply with state requirements. Additionally, all partners tasked within this plan are requested to review the plan within the two-year timeframe. These reviews will be coordinated by the City Manager in cooperation with representatives from each of the departments assigned as lead agencies in this EOP and its supporting annexes, and all updates will be publicly available on the City's website.

8.1.2 Responsibility of City Departments

The update and maintenance of this EOP is a shared responsibility with key City departments tasked with updating the portions of the plan which best align with their responsibilities and capabilities. In most cases, these parties will be the same that are assigned with primary roles in functional groups established within the EOP. Department leadership will coordinate with the supporting agencies, cooperators, and community and private sector partners, as appropriate, to capture revisions and suggested updates. Proposed changes will be forwarded to the City Manager for incorporation into the EOP. It is encouraged that plan review be performed concurrently with review of other related emergency plans and procedures for consistency and alignment of effort.

8.1.3 Controlling Authorities

Should any portion of the EOP be found in conflict with existing laws or regulations, the conflicting language should be flagged, and the City Manager will make an initial determination of whether there would be any material impact to ongoing process or practices as a result of removal, revision, or replacement of conflicting language. If there is no impact, the City Manager has the authority as the jurisdictional Emergency Program Manager to revise the EOP. If there is a material impact, the City Manager will coordinate with jurisdictional legal counsel to prioritize

resolution of conflicting language and determine appropriate courses of action to maximize continuity of the emergency management function and minimize risk and liability.

For the purposes of this EOP, a material impact would be a change in the language or interpretation of this EOP that could potentially lead to disruption of the emergency management agency's essential functions or impair capability or capacity in a manner that could cost lives or exacerbate damage to property and the environment.

The EOP, however, does not represent a binding agreement and all extra-territorial arrangements between jurisdictional partners for these services should be memorialized, approved, and regularly reviewed using the appropriate governance or contracting mechanisms.

The City Manager is responsible for briefing the appropriate public and private officials concerning their roles in emergency management and distributing the plan, as well as any amendments.

8.2 TRAINING AND EXERCISE PROGRAM

The City Manager will coordinate training on this EOP for City EMO partners and key leads.

Department Heads are expected to facilitate employee participation in provided trainings annually, as well as train employees on departmental procedures relating to emergency response and personal preparedness through online and in person training and exercises.

8.2.1 Minimum Training Requirements

The City's Public Works Department (PWD) requires new hires to take ICS Courses 100, 200, 700 and 800. Some PWD staff have also attended more advanced training with ICS 300 and 400 being the most common. Other City departments do not have ICS training requirements; however, some staff have taken the previously mentioned ICS courses. Once a course is completed, City personnel are required to submit their certificate of completion to Human Resources. Additionally, PWD tracks ICS training completion for its staff with a list maintained via SharePoint and hard copies of certificates of completion.

The City should work to assign individuals to additional, specialized training courses that apply to their specific incident role. See Appendix I for a table of training requirements.

8.2.2 Exercise Program

The City EMO will conduct exercises every two years to test and evaluate this EOP. Whenever feasible, the City will coordinate with neighboring jurisdictions and state and federal government to participate in joint exercises. These exercises will consist of a variety of tabletop exercises, drills, functional exercises and full-scale exercises.

As appropriate, the City will use Homeland Security Exercise and Evaluation Program (HSEEP) procedures and tools to develop, conduct and evaluate these exercises. Information about the HSEEP program can be found at <https://www.fema.gov/hseep>.

8.3 AFTER ACTION REVIEW

To document and track lessons learned from exercises and emergency responses, Emergency Management will conduct a hot wash and After-Action Review with exercise participants after each exercise or EOC Team members after an emergency. The results of this process will be captured in an After-Action Report (AAR)/Improvement Plan, which will describe the objectives of the exercise and document the results of the evaluation. The City Manager will work with City EMO partners to identify and implement corrective actions and mitigation measures. After-Action Reviews should utilize FEMA's Mission Areas and Core Capabilities as benchmarks for assessing a response; see Table 8-1 below:

| Table 8-1 Mission Areas and Core Capabilities | |
|---|--|
| Mission Area | Core Capability |
| Common Capabilities | Planning Public Information and Warning Operational Coordination |
| Prevention Prevent, avoid or stop an imminent, threatened or actual act of terrorism. | Forensics and Attribution Intelligence and Information Sharing Interdiction and Disruption Screening, Search, and Detection Access Control and Identity Verification Physical Protective Measures Cybersecurity Supply Chain Integrity and Security Risk Management for Protection Programs and Activities |
| Protection Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations and way of life to thrive. | |
| Mitigation Reduce the loss of life and property by lessening the impact of future disasters. | Risk and Disaster Resilience Assessment Community Resilience Long-term Vulnerability Reduction Threats and Hazards Identification |
| Response Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident. | Environmental Response/Health and Safety Critical Transportation Situational Assessment Fatality Management Services Fire Management and Suppression |

| Mission Area | Core Capability |
|---|---|
| | Infrastructure Systems Logistics and Supply Chain Management Mass Care Services Mass Search and Rescue Operations On-Scene Security, Protection, and Law Enforcement Operational Communications Public Health, Healthcare, and Emergency Medical Services |
| Recovery Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident. | Infrastructure Systems Health and Social Services Economic Recovery Housing Natural and Cultural Resources |

8.4 OUTREACH AND EDUCATION

Educational tools are used to teach the public about threats, disasters and what to do when an emergency occurs. The City maintains an active community preparedness program and recognizes that community preparedness and education are vital components of the City's overall readiness.

- County Emergency Management also has implemented an Emergency Notification System, which allows community members to receive notifications about emergencies and other community alerts if requested.
- The City will also utilize Facebook and other social media or community media outlets for dissemination of information as necessary.

APPENDICES

APPENDIX A GLOSSARY

After-Action Report: Drafted after an event or emergency, the After-Action Report documents the performance of tasks and makes recommendations for improvements.

Critical Infrastructure: Systems and assets, whether physical or virtual, so vital that the incapacity or destruction of such systems and assets would have a debilitating impact on security or public health or safety. (Department of Homeland Security, National Response Plan (December 2004), 64.)

Emergency: Any incident, human-caused or natural, that requires responsive action to protect life or property.

Emergency Coordination Center (ECC): The ECC may be activated by the State in a multi-jurisdictional emergency or disaster and would serve as a communications hub to ensure all participating response agencies are coordinated.

Emergency Operations Centers (EOC): The physical location at which the coordination of information and resources to support the response to an emergency normally takes place. An EOC may be organized by major functional disciplines (e.g., fire, law enforcement and medical services), by jurisdiction (e.g., federal, state, regional, county, city and tribal), or some combination thereof.

Emergency Operations Plan: This EOP maintained by the county for responding to a wide variety of potential hazards.

Emergency Public Information: Information that is provided prior to or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

Evacuation: Organized, phased and supervised removal of community members from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Evaluation: The process of observing and recording exercise activities, comparing the performance of the participants against the objectives, and identifying strengths and weaknesses.

Exercise: Exercises are planned and coordinated activities allowing emergency management personnel to demonstrate training, exercise plans and practice prevention, protection, response and recovery tasks in a risk-free environment.

Incident: An occurrence or event, naturally or human-caused, that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies and other occurrences requiring an emergency response.

Incident Command System: A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to both small and large, complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Jurisdiction: A range or area of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, state or federal boundary lines) or functional (e.g., law enforcement, public health).

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Major Disaster: As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 United States Code 5122), a major disaster is:

“any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship or suffering caused thereby.”

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often created from

lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses and the public on measures they can take to reduce loss and injury.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent nationwide approach for state, local and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity. To provide for interoperability and compatibility among state, local and tribal capabilities, the NIMS includes a core set of concepts, principles and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Framework: A guide to how the United States conducts all-hazards incident management. It is built upon flexible, scalable and adaptable coordinating structures to align key roles and responsibilities across the nation. It is intended to capture specific authorities and best practices for managing incidents that range from the serious but purely local, to large-scale terrorist attacks or catastrophic natural disasters. The National Response Framework replaces the former National Response Plan.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities and identify required resources. Within NIMS, preparedness is operationally focused on establishing guidelines, protocols and standards for planning, training and exercises, personnel qualification and certification, equipment certification and publication management.

Prevention: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry and private voluntary organizations.

Recovery: The development, coordination and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Resources: Personnel and major items of equipment, supplies and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Standard Operating Procedures: A complete reference document that details the procedures for performing a single function or a number of independent functions.

State: When capitalized, refers to the governing body of Oregon.

Terrorism: Under the Homeland Security Act of 2002, terrorism is defined as any activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Threat: An indication of possible violence, harm or danger.

Training: Specialized instruction and practice to improve performance and lead to enhanced emergency management capabilities.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

APPENDIX B KEY AUTHORITY-RELATED DEFINITIONS

Appendix B summarizes specific definitions established by federal and state law that relate to emergency management and/or the content of this EOP. Select definitions of the laws cited frequently in this EOP are provided in Table 1-2.

| Table 1-2 Key Definitions | |
|--|--|
| Term and Regulatory Citation | Definition |
| Emergency ORS 401.025 (1)(a)-(b) | (1) A human created or natural event or circumstance that causes or threatens widespread loss of life, injury to person or property, human suffering or financial loss, including but not limited to: (a) Fire, explosion, flood, severe weather, landslides or mud slides, drought, earthquake, volcanic activity, tsunamis or other oceanic phenomena, 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, sabotage, acts of terrorism and war; and (b) A rapid influx of individuals from outside this state, a rapid migration of individuals from one part of this state to another or a rapid displacement of individuals if the influx, migration or displacement results from the type of event or circumstance described in paragraph (a) of this subsection. |
| Emergency Services Agency ORS 401.025(2) | (2) organization within a local government that performs essential services for the public's benefit before, during or after an emergency, such as law enforcement, fire control, health, medical and sanitation services, public works and engineering, public information and communications. |
| Emergency Services ORS 401.025 (3) | (3) Activities engaged in by state and local government agencies to prepare for an emergency and to prevent, minimize, respond to or recover from an emergency, including but not limited to coordination, preparedness planning, training, interagency liaison, firefighting, oil or hazardous material spill or release cleanup as defined in ORS 466.605, law enforcement, medical, health and sanitation services, engineering and public works, search and rescue activities, warning and public information, damage assessment, administration and fiscal management, and those measures defined as "civil defense" in 50 U.S.C. app. 2252. |
| Major Disaster 42 U.S. Code § 5122 | "Major disaster" means any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this chapter to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby |

APPENDIX C GENERATORS, VEHICLES AND MOBILE EQUIPMENT INVENTORIES

Appendix C contains tables summarizing the generators, mobile equipment, and vehicles owned by the City.

Appendix C.1 City Generator Inventory

Table C-1 Troutdale Generator Inventory

| Qt. | Type | Fuel | Voltage/Watt | Location |
|-----|--------------------|-------------|-------------------|---|
| 1 | Gen set/portable | Diesel | 480/3ph/100kw | Well 2 24451 SE Stark St. |
| 1 | Gen set/stationary | Natural gas | 240v/3ph/200kw | Public Works Building 342 SW 4th St. |
| 1 | Gen set/stationary | Natural gas | 480v/3ph/400kw | Well 5 1297 SW Royal Anne Ave |
| 1 | Gen set/portable | Diesel | 240/480v/3ph/45kw | Public Works Shop 342 SW 4th St. |
| 1 | Gen set/portable | Gas | 120/240v/5.5kw | Public Works Shop 342 SW 4th St. |
| 1 | Gen set/portable | Gas | 120/240v/3.0kw | Public Works Shop 342 SW 4th St. |
| 2 | Gen set/portable | Gas | 120/240v/2.8kw | Public Works Shop 342 SW 4th St. |
| 1 | Gen set/portable | Gas | 120v/1.2kw | Public Works Shop 342 SW 4th St. |
| 1 | Gen set/stationary | Diesel | 480v/3ph/900kw | WPCF 1820 NW Graham Rd |
| 1 | Gen set/portable | Diesel | 240/480v/3ph/45kw | WPCF 1820 NW Graham Rd |
| 1 | Gen set/stationary | Diesel | 480v/3ph/60kw | 1219 NW Swigert Way |
| 1 | Gen set/stationary | Diesel | 480v/3ph/40kw | 2301 NW Sundial Rd. |
| 1 | Gen set/stationary | Diesel | 480v/3ph/50kw | 1651 NE Marine Drive |
| 1 | Gen set/stationary | Diesel | 480v/3ph/108kw | 601 E. Columbia River Hwy |

Table C-1 Troutdale Generator Inventory

| Qt. | Type | Fuel | Voltage/Watt | Location |
|-----|--------------------|--------|---------------|-----------------------------|
| 1 | Gen set/stationary | Diesel | 480v/3ph/20kw | 1100 NW South Frontage Road |

Appendix C.2 City Mobile Equipment and Vehicle Inventory

Table C-2 Troutdale Mobile Equipment Inventory

| Mobile Equipment Name | Department |
|---|--------------|
| 1967 AC ROAD RT GRADER | STREET |
| 1976 CUSHMAN MC TRUCKSTER | STREET |
| 1989 FORD TRACTOR LOADER BACKHOE | WATER/STREET |
| 1986 JOHN DEERE FRONT LOADER TRACTOR | WPCF |
| 1996 KUBOTA TRACTOR | PARKS |
| 2000 JOHN DEERE GATOR | PARKS |
| 2008 JOHN DEERE BACKHOE | WATER |
| BOMAG ROLLER | WATER/STREET |
| 2003 9' WESTERN SNOW PLOW | STREET |
| 1997 8'6" WESTERN SNOW PLOW | STREET |
| 2005 HEMKE SNOW PLOW | STREET |
| 2000 SWENSON SPREADER | STREET |
| 1997 HENDERSON SANDER | STREET |
| 2003 HENDERSON SANDER (USED ON 2003 FORD F550, VIN#60369) | STREET |
| SAW DEVIL CONCRETE SAW | WATER/STREET |
| MILWAUKEE CORE DRILL | WATER/STREET |
| SASE PAVEMENT GRINDER | STREET |
| BTI BREAKER HAMMER | WATER/STREET |
| BTI VIBRATING PLATE | WATER/STREET |
| MIKASA VIBRATING PLATE | WATER/STREET |
| PACIFIC TEK VAC | WATER/STREET |
| HYSTER FORKLIFT | WPCF |
| SENSUS LARGE METER TESTER | WATER |
| HONDA GENERATOR | WATER/STREET |
| WEBER JUMPING JACK | WATER/STREET |
| 2006 JOHN DEERE MOWER | WPCF |

Table C-2 Troutdale Mobile Equipment Inventory

| Mobile Equipment Name | Department |
|---|--------------|
| 2008 JOHN DEERE MOWER | PARKS |
| 2007 JOHN DEERE MOWER | WPCF |
| 2010 JOHN DEERE MOWER | WPCF |
| 2006 JOHN DEERE GATOR | PARKS |
| 1990 VERMEER CHIPPER | PARKS |
| 2010 WESTERN 9' SNOW PLOW (USED ON USED ON 2010 FORD F450, VIN#95985) | STREET |
| 2013 RMT 13' ALUMINUM BOAT | WPCF |
| 2014 JOHN DEERE MOWER | PARKS |
| HYDRAULIC PUMP | WATER/STREET |
| EH WACHS SKID MOUNTED VACUUM (USED W/2003 FORD F550, VIN#60369) | WATER/STREET |
| 2016 JOHN DEERE MOWER | PARKS |
| 2016 JOHN DEERE 4X4 GATOR | PARKS |
| 2014 JOHN DEERE MOWER | PARKS |
| 2012 YAMAHA ELECTRIC GOLF CART | WPCF |
| KUBOTA ATV | WPCF |
| TORCHMATE PLASMA TABLE | WATER/STREET |
| 2019 JOHN DEERE MOWER | PARKS |
| EDWARDS POWERLINK 55-TON IRONWORKER W/ACCESSORIES | WATER/STREET |
| SHINDAIWA GENERATOR | WPCF |
| 2019 ALLSOURCE SAND BLASTER | WPCF |
| TOYOTA FORKLIFT | WATER/STREET |
| MULTIQUIP WHISPERWATT DIESEL 45KVA PORTABLE GENERATOR - TRAILER MOUNTED | WATER |
| MPH INDUSTRIES RADAR SPEED TRAILER | |

Table C-3 Troutdale Vehicle Inventory

| Year | Make | Department | Auto Code |
|------|---------------|---------------------|-----------|
| 2018 | CHEVROLET | ADMIN | SUV |
| 2018 | CHEVROLET | ADMIN | SUV |
| 2014 | RAVO | PW WATER/STREET | SSW |
| 2018 | CHEVROLET | PW WATER/STREET | LTV |
| 2019 | CHEVROLET | PARKS | LTV |
| 2019 | CHEVROLET | PW-MANAGEMENT | SUV |
| 2018 | EAGLE | WPCF | TRL |
| 2019 | INTERNATIONAL | WPCF | MHT |
| 2020 | CHEVROLET | COMM DEV/BLDG | SUV |
| 2020 | CHEVROLET | WATER/STREET | LTV |
| 2020 | CHEVROLET | PARKS | LTV |
| 2019 | ASMBL | STREET | TRL |
| 2019 | FORD | WPCF | MHT |
| 2021 | CHEVROLET | WATER/STREET | LTV |
| 1996 | FORD | PARKS | MHT |
| 1990 | MAXIE | PARKS | TRL |
| 1997 | CHEVROLET | PW WATER/STREET | LTV |
| 1997 | STRONGBOY | PARKS | TRL |
| 1999 | FORD | FACILITIES | LTV |
| 2000 | INTERNATIONAL | WPCF | MHT |
| 2003 | FORD | PARKS | LTV |
| 2003 | CHEVROLET | PW-SHOP/EQUIP MAINT | LTV |
| 2005 | INTERNATIONAL | PW WATER/STREET | MHT |
| 2002 | FORD | WPCF | LTV |
| 2006 | CHEVROLET | PW WATER/STREET | LTV |
| 2007 | FORD | COMM DEV/BLDG | LTV |
| 2007 | FORD | CODE ENFORCEMENT | LTV |
| 2001 | EAGLE | PARKS | TRL |
| 2001 | EAGLE | PARKS | TRL |
| 2003 | FORD | COMM DEV/BLDG | LTV |
| 2003 | FORD | PW WATER/STREET | MHT |
| 2008 | FORD | PW-MANAGEMENT | SUV |
| 2008 | FORD | PARKS | LTV |

Table C-3 Troutdale Vehicle Inventory

| Year | Make | Department | Auto Code |
|------|---------------|--------------------|-----------|
| 2007 | FORD | PARKS | LTV |
| 2007 | FORD | FACILITIES | LTV |
| 2009 | CHEVROLET | PW-MANAGEMENT | LTV |
| 2010 | FORD | PW WATER/STREET | LTV |
| 2010 | CHEVROLET | WPCF | LTV |
| 2013 | KIA | COMM DEV/BLDG | SUV |
| 2013 | INTERNATIONAL | WPCF | MHT |
| 2012 | CHEVROLET | WPCF | LTV |
| 2013 | FREIGHTLINER | WPCF | SSW |
| 2015 | CHEVROLET | PW WATER/STREET | LTV |
| 2016 | CHEVROLET | PW WATER/STREET | LTV |
| 2017 | CHEVROLET | PARKS/ FACILITIES | LTV |
| 2017 | CHEVROLET | WPCF | LTV |
| 2017 | CHEVROLET | PW WATER/STREET | LTV |
| 2012 | CHEVROLET | PARKS | LTV |
| 2012 | CHEVROLET | PW-SHOP/EQUIP MAIN | LTV |
| 2012 | CHEVROLET | WPCF | LTV |
| 2003 | ACMET | PW WATER/STREET | TRL |
| 1989 | OTHER | PW WATER/STREET | TRL |
| 1998 | BIG TEX | PW WATER/STREET | TRL |
| 2006 | IRON EAGLE | PW WATER/STREET | TRL |
| 2014 | CHEVROLET | PARKS | LTV |
| 2014 | CHEVROLET | WPCF | LTV |
| 2011 | CHEVROLET | PW WATER/STREET | LTV |

APPENDIX D AGREEMENTS AND CONTRACTS

Appendix D contains the legal texts for the various agreements possessed by the City and its partners.

**MEMORANDUM OF UNDERSTANDING
TO SUPPLEMENT THE BUREAU OF EMERGENCY COMMUNICATIONS
INTERGOVERNMENTAL AGREEMENT REVISED AUGUST 24, 1995, TO
PROVIDE FOR ADDITIONAL OVERSIGHT**

Recitals

1. This Memorandum of Understanding ("Memorandum") is signed by officials who are associated with parties to the Bureau of Emergency Communications Intergovernmental Agreement ("IGA") last revised on 8/24/95 (see attachment).
2. This Memorandum shall not amend or supercede said Intergovernmental Agreement but shall outline a mechanism for additional oversight as agreed to by officials who participate in BOEC matters for their respective jurisdictions.
3. This Memorandum is not a binding contract or intergovernmental agreement, and does not impose any enforceable obligations or liabilities on any person or governmental unit. As a non-binding statement reflecting the intentions of the signatories, it is not anticipated or required that this Memorandum will receive formal adoption by the jurisdictions participating in the IGA.

Understanding Regarding Additional Oversight

- I. A BOEC Advisory Board to the City of Portland Commissioner In Charge is hereby established, as a voluntary and supplemental opportunity to provide BOEC oversight.

Membership:

The BOEC Advisory Board shall consist of the governing official for each user jurisdiction: Mayor of Gresham, Mayor of Fairview, Mayor of Wood Village, Mayor of Maywood Park, Mayor of Troutdale, Sheriff of Multnomah County, Commissioner In Charge for Multnomah County, Portland Chief of Police, Portland Fire Chief, Fire Protection District 14, Fire District 30.

Responsibilities:

- A. Represent their respective jurisdictions on issues forwarded by the User Board.
- B. Review and comment on the annual budget as submitted by the BOEC Director.
- C. Participate in the selection of the BOEC Director.

- II. A BOEC Finance Committee shall be established, to provide voluntary and supplemental oversight on BOEC finances.

Membership:

The Finance Committee will consist of one finance/budget staff from each user jurisdiction and a finance staff person from BOEC.

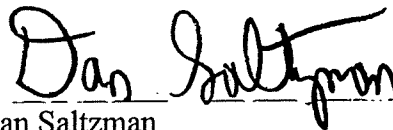
Responsibilities:

- A. Review, on a quarterly basis, the BOEC budget.
- B. Participate in the development of the annual budget and submit that budget to the BOEC Advisory Committee for approval and submission to the City of Portland.

IN WITNESS WHEREOF, the officials listed below have executed this Memorandum on the dates noted below.

CITY OF PORTLAND, OREGON

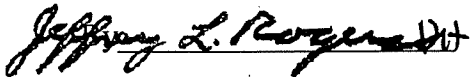
By



Dan Saltzman

Commissioner of Public Affairs

APPROVED AS TO FORM:
APPROVED AS TO FORM

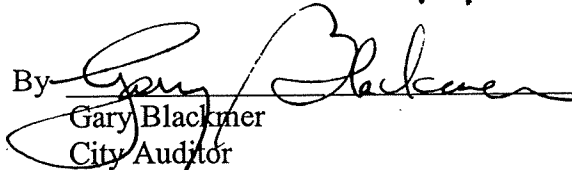


CITY ATTORNEY

Date:

3/8/01

By



Gary Blackmer
City Auditor

Date:

3/8/01

MULTNOMAH COUNTY, OREGON

REVIEWED:

By Thomas Sponsler
Thomas Sponsler
County Attorney's Office

By Beverly Stein
Beverly Stein
County Chair

Date: _____

By Dan Noelle
Dan Noelle
Sheriff

Date: 1/17/01

CITY OF GRESHAM, OREGON

By Charles J. Becker
Charles J. Becker
Mayor

Date: 7 March 2001

APPROVED AS TO FORM:

By Susan G. Bischoff
Susan G. Bischoff
City Attorney

By Bonnie Kraft
Bonnie Kraft
City Manager

Date: 7 March 2001

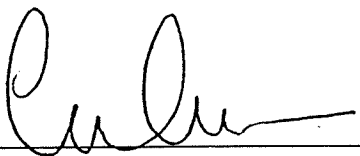
CITY OF TROUTDALE, OREGON

By 
Paul Thalhofer
Mayor

APPROVED AS TO FORM:

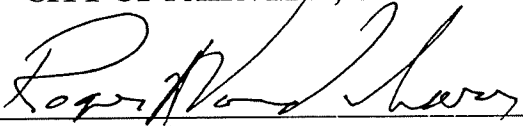
Date: Jan. 24, 2001

By N/A
Timothy J. Sercombe
City Attorney

By 
Erik Kvarsten
City Administrator

Date: January 24, 2001

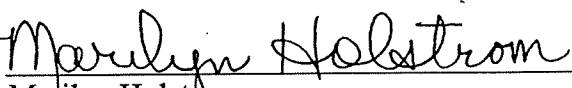
CITY OF FAIRVIEW, OREGON

By 
Roger Vonderharr
Mayor

APPROVED AS TO FORM:

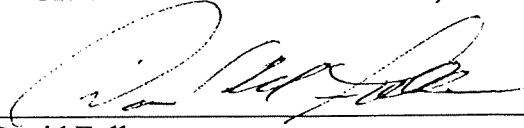
Date: 3-5-01

By NA
Berry & Elsner, LLP
City Attorneys

By 
Marilyn Holstrom
City Administrator

Date: 3-5-01

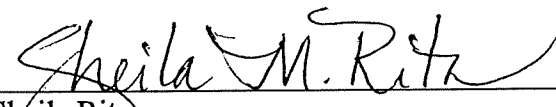
CITY OF WOODBURY VILLAGE, OREGON

By 
David Fuller
Mayor

APPROVED AS TO FORM:

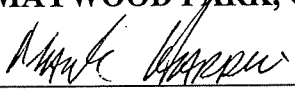
Date: 2/26/01

By N/A
Jeff Condit
City Attorney

By 
Sheila Ritz
City Administrator

Date: 2/26/01

CITY OF MAYWOOD PARK, OREGON

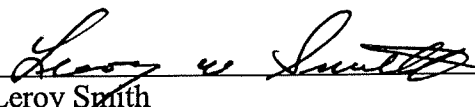
By 
Mark Hardie
Mayor

APPROVED AS TO FORM:

Date: 2-5-01

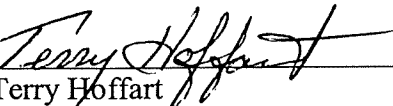
By N/A
Jeff Steffen
City Attorney

FIRE DISTRICT NO. 14

By 
Leroy Smith
Chairman, Board of Directors

Date: Jan 26, 2001

FIRE DISTRICT NO. 30

By 
Terry Hoffart
Chairman, Board of Directors

Date: Feb 6, 2001

**BOEC CHARGE FORMULA METHODOLOGY
PER ORIGINAL USER BOARD ADOPTION:**

Last discussion: October 2000 User Board Meeting

**Revised Document: October 2000, Board Meeting.
Adopted by Board at October Meeting.**

**Modification to allow user jurisdiction selection of quarterly or per accounting
period invoicing method, with selection of method by July 1st of each year.**

File name: formqtrb.wpd

**Adopted
October 19, 2000**

BOEC Charge Formula Methodology , Revised October 2000.

- Implementation:** This document and allocation method replaces the prior BOEC Charge Formula as documented in: BOEC Charge Formula, Committee Recommendations, August 21, 1997.
- Basis:** The User Board adopted a Population by Jurisdiction Formula as reviewed and recommended by the User Board Formula Review Subcommittee.
- The basis of this charge formula is to use the most recent and available certified population estimates from Portland State University for jurisdictions within Multnomah County, calculate the percent of total population for each jurisdiction, and apply the percent of total amounts to the BOEC user allocation total.
- Methodology:** These certified population estimates are published in the Spring of each year and reflect population estimates as of July 1st of the prior year. (the Center for Population Research and Census, College of Urban and Public Affairs, Portland State University, Portland State University, Portland, Oregon, 97207-0751.)
- Portland State University provides population figures for the following jurisdictions:
- Fairview
 - Gresham
 - Maywood Park
 - Portland
 - Troutdale
 - Wood Village
 - Multnomah County, unincorporated areas.

BOEC Charge Formula Methodology, Revised October 2000.

Calculation Example:

The most recent certified Portland State Population estimates will be used to calculate the relative percent of total for each jurisdiction within Multnomah County.

Using the July 1, 1997 population estimates (applied to the FY 99/00 BOEC budget) the population and percent of total calculations are:

| <u>Jurisdiction</u> | <u>Population</u> |
|---|-------------------|
| Fairview | 5,200 |
| Gresham | 81,865 |
| Maywood Park | 795 |
| Portland | 508,500 |
| Troutdale | 13,880 |
| Wood Village | 3,000 |
| Multnomah County, unincorporated areas. | <u>25,425</u> |
| Total | 638,665 |

| <u>Jurisdiction</u> | <u>Percent of Total</u> |
|---|-------------------------|
| Fairview | .81% |
| Gresham | 12.82% |
| Maywood Park | .12% |
| Portland | 79.63% |
| Troutdale | 2.17% |
| Wood Village | .47% |
| Multnomah County, unincorporated areas. | <u>3.98%</u> |
| Total | 100.00% |

Using the July 1, 1998 population estimates (applied to the FY 00/01 BOEC budget) the population and percent of total calculations are:

| <u>Jurisdiction</u> | <u>Population</u> |
|---|-------------------|
| Fairview | 5,910 |
| Gresham | 83,595 |
| Maywood Park | 790 |
| Portland | 509,610 |
| Troutdale | 14,040 |
| Wood Village | 3,030 |
| Multnomah County, unincorporated areas. | <u>24,575</u> |
| Total | 641,550 |

BOEC Charge Formula Methodology, Revised October 2000.

| <u>Jurisdiction</u> | <u>Percent of Total</u> |
|---|-------------------------|
| Fairview | .92% |
| Gresham | 13.03% |
| Maywood Park | .12% |
| Portland | 79.44% |
| Troutdale | 2.19% |
| Wood Village | .47% |
| Multnomah County, unincorporated areas. | <u>3.83%</u> |
| Total | 100.00% |

Using the July 1, 1999 population estimates (applied to the FY 01/02 BOEC budget) the population and percent of total calculations are:

| <u>Jurisdiction</u> | <u>Population</u> |
|---|-------------------|
| Fairview | 6,270 |
| Gresham | 85,435 |
| Maywood Park | 780 |
| Portland | 512,395 |
| Troutdale | 14,175 |
| Wood Village | 2,930 |
| Multnomah County, unincorporated areas. | <u>24,540</u> |
| Total | 646,525 |

| <u>Jurisdiction</u> | <u>Percent of Total</u> |
|---|-------------------------|
| Fairview | .97% |
| Gresham | 13.21% |
| Maywood Park | .12% |
| Portland | 79.26% |
| Troutdale | 2.19% |
| Wood Village | .45% |
| Multnomah County, unincorporated areas. | <u>3.80%</u> |
| Total | 100.00% |

BOEC Charge Formula Methodology, Revised October 2000.

Invoice Periods:

By July 1 of each year, each user jurisdiction will identify its preference in billing process from the following two options:

1) Accounting period (13 accounting periods in a fiscal year) invoices will be sent at the end of each accounting period.

The last (thirteenth) accounting period billing will be based on estimated expenditures to allow user jurisdiction payment from the appropriate fiscal year.

- or -

2) Quarterly invoices will be based on BOEC's actual expenditures for the first, second and third quarters. The fourth quarter invoice will be based on actual expenditures year to date plus encumbrances for budgeted items and expenditure estimates by BOEC for the quarter.

First quarter contains three accounting period (12 weeks), AP 1 through AP 3.

Second quarter contains three accounting period (12 weeks), AP 4 through AP 6.

Third quarter contains three accounting period (12 weeks), AP 7 through AP 9.

Fourth quarter contains four accounting period (16 weeks), AP 10 through AP 13.

Invoices for the quarters will be sent at the end of each quarter. Fourth quarter billing will be based on fourth quarter estimates by BOEC with the invoices to be issued in June or early July, to allow User Jurisdiction payment from the appropriate fiscal year.

Final revenue and expenditure reports are received by BOEC in September for the previous fiscal year. Reconciliation of the fiscal year user charges and the fiscal year actual costs will occur no later than October in the fall after receipt of the final revenue and expenditure report, with a goal of discussion at the October User Board Meeting.

BOEC Charge Formula Methodology, Revised October, 2000.

The final reconciliation will be broken down to reflect carry over for each user agency. A final reconciliation of costs will be provided to the User Board no later than October of each year. Carry over credit to be applied to the following fiscal year costs or as otherwise determined by each agency. BOEC retention of a carry forward balance for specific unanticipated expenditure needs would require Board approval.

Expenditure Tracking:

BOEC budgets presented to the User Board at the total Bureau level and will show anticipated line item breakouts.

Expenditures will be tracked by cost centers as established by BOEC and will include the ability to separate administration and operational expenditures.

Expenditures will be tracked at a line item detail level to include:

Personnel - Includes overtime and benefits.

Materials and Services

Major Capital Equipment

City Interagency Costs

City Indirect Costs

BOEC Assistance:

If User Agencies need to further allocate costs to disciplines within the user agencies or to other jurisdictions or user entities, BOEC is willing to provide assistance with the User Agency to review methods to allocate costs or to provide other support as is determined to be appropriate by BOEC management.

Functions and Disciplines:

The functions of call taking and dispatch times as well as the disciplines of Police, Fire and EMS will continue to be monitored and discussed as parts of the overall performance of BOEC and the User Agencies. Effective July 1, 1998, functions and disciplines will no longer be included as factors within the allocation of BOEC costs to User Agencies. Data on call statistics, such as call-taking and dispatch times, will continue to be accumulated and reported by BOEC for quality assurance and quality improvement purposes.

**Bureau of Emergency Communications
Intergovernmental Agreement**

1. Mission Statement

The mission of the Center is to service the public by providing the vital link between citizens in need with the proper emergency service responder by means of the most efficient operating systems available.

The Center may perform the same or similar services for other government agencies subject to the condition that there is no reduction or change in service levels or increase in cost to the Jurisdictions.

2. User Board

The Center is a multi-jurisdictional operation established to provide service to all citizens and emergency response agencies within Multnomah County. The day-to-day management, administration, and fiscal control of the Center is the responsibility of the City.

The Board will be composed of a representative of each of the following:

- (1) Portland Police Bureau, referred to as "Portland Police"
- (2) Portland Bureau of Fire, Rescue and Emergency Services, referred to as "Portland Fire"
- (3) Multnomah County Sheriff's Office, referred to as "M.C.S.O."
- (4) Gresham Police Department, referred to as "Gresham Police"
- (5) Gresham Fire Department, referred to as "Gresham Fire"
- (6) Multnomah County Emergency Medical Services, referred to as "EMS"
- (7) Troutdale Police Department, referred to as "Troutdale Police"
- (8) Fairview Police Department, referred to as "Fairview Police"
- (9) City of Wood Village
- (10) City of Maywood Park
- (11) Fire Protection District 14, referred to as "Corbett"
- (12) Fire District 30, referred to as "Sauvie Island"

**Bureau of Emergency Communications
Intergovernmental Agreement**

Representatives will be appointed by the administrator of each User Agency. There will also be three Citizens who will sit on the Board: one representing the geographical area west of the Willamette River; one from between the Willamette River and 122nd Avenue; and one from east of 122nd Avenue; the intent being to provide cross-county representation. The Citizen Representatives will be selected jointly by the User Agencies. The Center Director shall provide assistance to the User Board in the nominating and selection of Citizen Representatives.

The Board shall act as a Policy Advisory Board. Decisions by the Board affecting User Agencies' services shall be decided by majority vote. Board decisions shall be forwarded by the Board Chair to the Center Director, as the Board's primary contact. The Board may also communicate directly with the Commissioner-in-Charge of the Bureau of Emergency Communications of the City of Portland.

The authority and responsibility of the Board includes the following:

- (1) To review policies of the Center that affect the User Agencies or the User Agencies' operations.
- (2) To review and make recommendations regarding the Center's annual budget and the User Agencies' charges covering the expenses of the Center as prepared and presented by the Director. The review will include both User Agencies' general funds, and 9-1-1 revenues and the proposed and actual expenditures of these funds.
- (3) To act as the liaison representatives between participating User Agencies.
- (4) To participate in the planning, development, and the implementation of any new communication, computer, or other technical operational system that the User Agencies participate in the funding of, or that has an impact on the User Agencies' operational capabilities.

The Board will adopt the billing methodology for all costs associated with the operation of the Center. The Jurisdictions receiving service from the Center will provide funding for costs associated with

**Bureau of Emergency Communications
Intergovernmental Agreement**

the delivery of service which is consistent with the executed Performance Agreements (Part 5).

The City of Portland will confer with the Board about the hiring and/or discharge of the Center's Civilian Director, but the City of Portland reserves the right to make the final decision.

3. The Center

(1) **General Charge:** 9-1-1 being the primary means of citizens contacting emergency services responders within Multnomah County, the Center is charged with the responsibility of providing prompt, courteous handling of all calls from the public.

The Center being the primary dispatch location for emergency services responders within Multnomah County, the Center is also charged with the responsibility of providing prompt dispatch of all calls requiring response.

The Center, as a recognized first contact by the public who are unable to determine the proper handling of their situation, is further charged with the responsibility of providing prompt, accurate referral of all calls which do not require response by an emergency service responder.

(2) **General Configuration:** The Center is the primary link between the public and emergency services responders for all service response, and, recognizing the critical nature of emergency calls, will operate and maintain both emergency and non-emergency telephone call handling systems. The Center will also perform dispatch of emergency service responders, system status management for EMS, other associated services, and management of the Emergency Communications Center.

(3) **Administrative Responsibility:** Portland shall possess and exercise administrative authority and responsibility to manage and maintain the Center, and nothing in this Agreement shall change title to, ownership of, or access to the Center, any of its equipment, or any other real and personal property.

(4) **General Dispatch:** The Center shall maintain access to the CHORAL System and provide that information to response units.

**Bureau of Emergency Communications
Intergovernmental Agreement**

When Fire/EMS personnel are dispatched, the Center shall ensure that a certified Fire/EMS dispatcher monitors the assigned radio talk group until incident conclusion, or until advised by units on the scene that monitoring is no longer required. The dispatcher shall continue to communicate with emergency service personnel throughout the incident, providing such information and documented support as may be appropriate.

When a field supervisor requests the exclusive use of a radio talk group and dispatcher that is outside the normal scope of operations, if practical, a dispatcher and radio talk group will be provided. The ability to make this assignment will be weighed against the call volumes at the time. Costs for such operations will be billed directly to the requesting User Agency.

(5) Operational Center Staffing: The Center shall provide adequate supervision, training, and operating procedures to ensure that those employees assigned to process calls are prepared to meet the specific needs of User Agencies.

Only certified Call Takers and Dispatchers will be assigned to independently process E9-1-1 calls. The Center shall assure certification compliance of personnel as specified by local, state, and federal standards.

(6) Monthly Reports: a) During the period of this Agreement, the Center shall submit monthly management reports to User Agencies in accordance with a mutually agreed-upon format; b) The Center shall send reports on all citizen requests for service, the action taken, and the ultimate disposition of requests for service, to each User Agency.

(7) Computer Aided Dispatch (CAD) Data: All CAD and Mobil Digital Terminal (MDT) magnetically recorded data shall be retained for a period of at least twelve (12) months. Audio tapes shall be retained for at least seven (7) months by the Center. Any additional costs incurred by the Center in

**Bureau of Emergency Communications
Intergovernmental Agreement**

the storage of CAD and MDT magnetically recorded data and audio tapes beyond the agreed-upon time shall be paid by the requesting User Agency.

(8) **Special Reports:** Special requests for reports not generally produced as part of the monthly report package shall be honored only when authorized by the User Agency's representative to the Center. Such requests shall be billed to the requesting User Agency based on prevailing rates, and shall not require the use of unbudgeted resources.

(9) **Document Retrieval/Voice Tape Research:** All requests for research or reproduction of CAD printouts or voice tapes will be billed to the requesting User Agency at the established rate. There is no charge for research associated with the processing of a complaint.

(10) **Service Complaints:** Complaints received by the Center from citizens concerning User Agency performance will be referred directly to the User Agency. Complaints from citizens about Center services received by User Agencies will be referred directly to the Center Director.

(11) **System Integrity:** Maintenance which interferes with the operation of the primary system shall not be permitted unless a back-up system is in place that provides basic service to citizens and field units. The Center shall *immediately* notify the User Agencies of any major system failures or maintenance which affect service to the User Agencies.

(12) **Back-up Dispatching System:** The Center will maintain and ensure the accuracy of a back-up system capable of providing basic service to citizens and field units. All certified dispatchers must be proficient in the use of the back-up system. The Center shall conduct regularly scheduled drills to ensure competence.

(13) **Charges for Services:** a) Charges for communication services (call taking and dispatch) delivered by the Center to User Agencies shall be based on the agreed-upon billing methodology;

**Bureau of Emergency Communications
Intergovernmental Agreement**

b) Whenever User Agencies are added or deleted from the communications service system, the billing methodology will be revised to reflect services provided to the additional, or remaining, Agencies.

4. Emergency Operations

Participating Jurisdictions shall have access to the Center to direct such emergency operations as circumstances may require.

5. Performance Agreements

The City shall negotiate separate Performance Agreement(s) with each User Agency describing and defining the standards of performance of various types of telephone call processing services (E9-1-1, non-emergency and dispatch services) and other service expectations to be provided by the Center to the Jurisdictions and their User Agencies.

6. Center Personnel

The day-to-day administration of the Center will be the responsibility of the Director. All Center personnel will be civilian employees of the City. The Jurisdictions agree that the Director of the Center shall possess and exercise administrative and management authority over all Center personnel.

7. Liaison

The Board may consent to the assignment of Liaison personnel to the Center. Liaison personnel will not be considered Center employees. Liaison personnel will have no supervisory authority or responsibility when assigned to the Center. Supervision, management and administrative support for Liaison personnel will be the responsibility of the User Agency making the assignment.

8. Budget

The Center's budget will include the total costs of the Center's operation. The Board will review the Center budget and any modification of that budget. The Jurisdictions will provide resources sufficient to fund the budget. The Jurisdictions reserve the right to participate in the Center's budget process. Prior

**Bureau of Emergency Communications
Intergovernmental Agreement**

to submission for City budget review, the Jurisdictions and User Agencies shall receive copies of all documents relating to the Center's budget in sufficient time to review and comment upon said documents.

The Jurisdictions will pay their agreed-upon proportionate share of the expenses of operating the Center as noted in the Performance Agreement(s) referred to in Part 5, then in effect between the parties. The Performance Agreements shall stipulate in the billing methodology the formula to be used to determine costs to each User Agency.

The Center will recover costs for research, tape requests, special report generation services and other special services which are not part of the call taking and dispatch function. Costs of all User Agency requests for such items will be billed directly to the User Agency making the request.

9. Confidentiality

All information received, originated, and/or processed by the Center is confidential. The Center Director is custodian of all records created and/or maintained by the Center in accordance with ORS 192.410 to 192.505. This information includes:

- a) User Agency communications (voice, written, and/or fax);
- b) Computer Aided Dispatch (CAD) information;
- c) Mobile Digital Terminal (MDT) information;
- d) Law Enforcement Data System (LEDS) information;
- e) ANI/ALI information;
- f) Voice tapes;
- g) Center reports;

This information cannot be released to or accessed by any person or agency outside the Center or User Agencies without due notification of and authorization from User Agencies or by Court Order. When the Center receives a request for information that the User Agency considers to be confidential, the User Agency shall, at its expense, defend the confidentiality of the information.

The confidentiality and privacy of Center records and tapes shall be maintained and protected consistent with relevant laws and regulations. Once User Agency information is delivered to or accessed

**Bureau of Emergency Communications
Intergovernmental Agreement**

by a User Agency, all responsibility for maintaining the confidentiality of and safeguarding the information resides with the User Agency.

Each User Agency will have access to the Center-generated files, reports and records for their respective User Agency and for each of the other User Agencies' files, reports and records.

10. Property Settlement Upon Termination

All Center facilities and equipment have been provided by the City of Portland. The City of Portland shall retain all Center facilities and equipment upon termination of the agreement or withdrawal.

11. Liability

The City of Portland shall defend, indemnify and hold harmless the Jurisdictions and User Agencies from any and all liability, loss, or damage resulting from claims, demands, costs, or judgments against the Jurisdictions and User Agencies due to any Center activity not undertaken at the direction of a Jurisdiction or User Agency or its officers, employees or agents, consistent with ORS 30.260 *et seq.* Each Jurisdiction and User Agency agrees to promptly notify the Center and the City's Office of Finance and Administration, Risk Management Division, of any claims or demands made against any Jurisdiction or User Agency as a result of any alleged activity.

12. Limitations

Nothing contained in this Agreement shall be construed as a grant of any legislative authority by the Jurisdictions or User Agencies to any party or to the Center.

13. Construction

This Agreement shall be liberally construed to effect the purposes expressed herein.

14. Termination of Previous Agreements

All rights and responsibilities concerning the Center are now incorporated into this Agreement and the Jurisdictions agree that all previous agreements relating to the Center are terminated.

15. Term, Modification and Review of Contract

- a) This contract may only be terminated by mutual consent of all the Jurisdictions.

**Bureau of Emergency Communications
Intergovernmental Agreement**

b) Any Jurisdiction may cease to participate in this Agreement through procedures outlined in ORS Chapter 401 and by providing all other parties with written notice at least six (6) months prior to July first of the year in which the party wishes to cease participating.

c) Any Jurisdiction wishing to amend the Agreement shall notify each of the other Jurisdictions by providing a statement of issues and provisions which the notifying party wishes to modify and a date for the initiating of negotiation not sooner than 30 days nor later than 90 days after the date of notification.

16. Non-assignment

No Jurisdiction may assign any right or responsibility without the written consent of the other Jurisdictions.

**Bureau of Emergency Communications
Intergovernmental Agreement**

17. Notices

All notices pursuant to the terms of this Agreement shall be addressed as follows:

Notices to City

1. Commissioner in Charge
1220 SW Fifth Avenue
Portland, Oregon 97204
2. Chief, Portland Police Bureau
1111 SW Second Avenue
Portland, Oregon 97204
3. Chief, Portland Bureau of Fire, Rescue and
Emergency Services
55 SW Ash Street
Portland, Oregon 97204

Notices to County

1. County Chair
Room 134, Multnomah County
Courthouse
1021 SW Fourth Avenue
Portland, Oregon 97204
2. Sheriff, Multnomah County
Hansen Building
12240 NE Glisan
Portland, Oregon 97204
3. Director, Emergency Medical Services
426 SW Stark, Ninth Floor
Portland, Oregon 97204

Notices to City of Gresham

Gresham City Manager
1333 NW Eastman Parkway
Gresham, Oregon 97030

Notices to City of Troutdale

Troutdale City Administrator
104 SE Kibling
Troutdale, Oregon 97060

Notices to City of Fairview

Fairview City Administrator
P.O. Box 337
Fairview, Oregon 97024

**Bureau of Emergency Communications
Intergovernmental Agreement**

Notices to City of Wood Village

Wood Village City Administrator
2055 NE 238th Avenue
Wood Village, Oregon 97060-1095

Notices to City of Maywood Park

Mayor, Maywood Park
4510 NE 102nd Avenue, Annex 1
Maywood Park, Oregon 97220

Notices to Fire District 14

Chief
Multnomah County Rural Fire
Protection District 14
P.O. Box 1
Corbett, Oregon 97019-0001

Notices to Fire District 30

Chief
Sauvie Island Fire District 30
17236 NW Lucy Reeder Rd.
Portland, OR 97231

**Bureau of Emergency Communications
Intergovernmental Agreement**

IN WITNESS WHEREOF, the Jurisdictions have legally approved and executed this Agreement on the dates noted below.

APPROVED AS TO FORM:

By *Jeffrey L. Rogers, Deputy*
Jeffrey L. Rogers, City Attorney
10/20/95

CITY OF PORTLAND, OREGON

By *Earl Blumenauer*
Earl Blumenauer, Commissioner

Date: *11/15/95*

By *Barbara Clark*
Barbara Clark, City Auditor

Date: *11/15/95*

REVIEWED:

By *Laurence Kressel*
Laurence Kressel, County Counsel

Date: *October 9, 1995*

MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, County Chair

Date: _____

By *Dan Noelle*
Dan Noelle, Sheriff

Date: *10-1-95*

Bureau of Emergency Communications
Intergovernmental Agreement

CITY OF GRESHAM, OREGON

APPROVED AS TO FORM:

By Thomas Sponsler
Tom Sponsler, City Attorney

By Gussie McRobert
Gussie McRobert, Mayor

Date: 10/5/95

By Bonnie Kraft #12
Bonnie Kraft, City Manager

Date: 10/4/95

CITY OF TROUTDALE, OREGON

APPROVED AS TO FORM:

By N.A.
Shane Reeder, City Attorney

By Paul Thalhofer
Paul Thalhofer, Mayor

Date: 9/21/95

By Erik Kvarsten
Erik Kvarsten, City Administrator

Date: 9/19/95

CITY OF FAIRVIEW, OREGON

APPROVED AS TO FORM:

By N/A
William L. Brunner, City Attorney

By Roger Vonderharr
Roger Vonderharr, Mayor


Date: 9-6-95

By Marilyn Holstrom
Marilyn Holstrom, City Administrator

Date: 9-7-95

Bureau of Emergency Communications
Intergovernmental Agreement

APPROVED AS TO FORM:

By 
William L. Brunner, City Attorney

CITY OF WOOD VILLAGE, OREGON

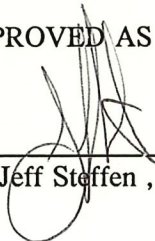
By 
Donald L. Robertson, Mayor Pro Tem
William J. Stewart

Date: 9/13/95


By 
Sheila M. Ritz, City Administrator

Date: 9/13/95

APPROVED AS TO FORM:

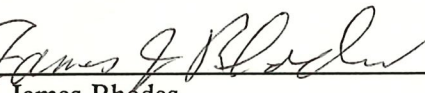
By 
Jeff Steffen, City Attorney

CITY OF MAYWOOD PARK, OREGON

By 
Jeff Steffen, Mayor

Date: 9/6/95

FIRE DISTRICT NO. 14

By 
James Rhodes
Chairman, Board of Directors

Date: 10/19/95

FIRE DISTRICT NO. 30

By 
Don Anderson
Chairman, Board of Directors

Date: 9/12/95

ORDINANCE No. 169468

* Authorize an Intergovernmental Agreement between the City of Portland, Multnomah County, Cities of Gresham, Troutdale, Fairview, Wood Village, and Maywood Park, Multnomah County Rural Fire Protection District 14 (Corbett), and Sauvie Island Fire District No. 30 for the provision of emergency call receiving and dispatch services by the Bureau of Emergency Communications. (Ordinance)

The City of Portland Ordains:

Section 1: The Council Finds:

1. The Bureau of Emergency Communications (BOEC) is the primary 9-1-1 Public Safety Answering Point for all jurisdictions within Multnomah County.
2. The Bureau of Emergency Communications (BOEC) provides emergency dispatch and related services for all signatories to the Agreement.
3. The language of the October 12, 1989 Agreement required revision due to changes in the Bureau of Emergency Communications operation.
4. The Intergovernmental Agreement attached to this ordinance and marked Exhibit A addresses updated language to the agreement adopted October 12, 1989.
5. This Agreement is authorized pursuant to Chapter 190 of Oregon Revised Statutes and Section 2-105 (a) 4 of the Charter of the City of Portland.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and the City Auditor to execute this Intergovernmental Agreement with Multnomah County, the Cities of Gresham, Troutdale, Fairview, Wood Village, and Maywood Park, Multnomah County Rural Fire Protection District 14 (Corbett), and Sauvie Island Fire District No. 30 for the provision of emergency call receiving and dispatch services substantially in the form of the attached Exhibit A.

Section 2. The Council declares that an emergency exists in order to immediately protect and preserve the public health, safety and welfare by insuring the continuity of emergency call receiving and dispatch and related services within the Portland area; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, NOV 08 1995

BARBARA CLARK
Auditor of the City of Portland

By
Sherrill L. Whittemore Deputy

Commissioner Earl Blumenauer
Sherrill L. Whittemore: mkd
October 31, 1995

RESOLUTION NO. 1202

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND FOR EMERGENCY COMMUNICATION SERVICES.

WHEREAS, the City has a need for a Primary Public Safety Answering Point as defined in ORS 401.

WHEREAS, the City of Portland shall operate and maintain an E9-1-1 emergency call receiving and dispatch center known as the Bureau of Emergency Communications.

WHEREAS, the following User Agencies (i.e., emergency service responders): Portland Police Bureau; Portland Bureau of Fire, Rescue and Emergency Services; Multnomah County Sheriff's Office; Multnomah County Emergency Medical Services; Gresham Police and Fire Departments; Fairview Police Department; Fire District 14; and Fire District 30 have entered into this agreement.

WHEREAS, the Jurisdictions and User Agencies have determined that the establishment of a consolidated emergency communications system is in their best interest.

WHEREAS, the City shall have a representative appointed to the User Board, which has been established to review proposed policy changes and advise the Center Director and/or the Commissioner in charge.

WHEREAS, the User Board shall review and make recommendations regarding the Emergency Communications Center's Annual Budget and the User Agencies charges covering the expenses of those services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

The Mayor is authorized to enter into and sign an Intergovernmental Agreement with the City of Portland to provide Emergency Communication Services.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalborfer, Mayor

DATED 9-13-95


George Martinez, City Recorder

Adopted: 9-12-95

50596

NOV 16 1995

EXHIBIT "A"

BUREAU OF EMERGENCY COMMUNICATIONS

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the JURISDICTIONS, hereinafter referred to as "Jurisdictions," as follows: the CITY OF PORTLAND, a municipal corporation of the State of Oregon; MULTNOMAH COUNTY, a political subdivision of the State of Oregon; the CITY OF GRESHAM, a municipal corporation of the State of Oregon; the CITY OF TROUTDALE, a municipal corporation of the State of Oregon; the CITY OF FAIRVIEW, a municipal corporation of the State of Oregon; the CITY OF WOOD VILLAGE, a municipal corporation of the State of Oregon; the CITY OF MAYWOOD PARK, a municipal corporation of the State of Oregon; MULTNOMAH COUNTY RURAL FIRE PROTECTION DISTRICT 14, referred to as "Corbett;" and SAUVIE ISLAND FIRE DISTRICT NO. 30; pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes.

Services shall be provided to the following User Agencies (i.e., emergency service responders) of the Jurisdictions: Portland Police Bureau; Portland Bureau of Fire, Rescue and Emergency Services; Multnomah County Sheriff's Office; Multnomah County Emergency Medical Services; Gresham Police and Fire Departments; Troutdale Police Department; Fairview Police Department; Fire District 14; and Fire District 30.

The City of Portland shall operate and maintain the Primary Public Safety Answering Point (PPSAP) as defined in ORS 401, for an E9-1-1 emergency call receiving and dispatch operation for all of Multnomah County, known as the BUREAU OF EMERGENCY COMMUNICATIONS, hereinafter referred to as the "Center."

**Bureau of Emergency Communications
Intergovernmental Agreement**

The City of Portland shall provide for the management, operation, and maintenance of the Center and control such functions on a day-to-day basis. For executive and administrative purposes the Center shall function as a Bureau of the City of Portland.

A User Board, hereinafter referred to as the "Board," consisting of a representative from each User Agency and three Citizens Representatives, has been established to review proposed policy changes and advise the Center Director and/or the Commissioner in charge of the Bureau and the Executive authorities of each Jurisdiction regarding policy changes and other matters which may be under consideration by the Board.

For the purposes of this Agreement, the following will apply:

- (1) Policy is defined as an overall governing plan which affects or impacts the Center's provision of service to its User Agencies;
- (2) Procedures are defined as an established process or course of action on how the Center provides service to its User Agencies. The Center's Standard Operating Procedures (SOPs) define how the Center provides service to its User Agencies.

In consideration of the terms, conditions, and covenants contained herein below, the Jurisdictions hereto agree as follows:

The Jurisdictions and User Agencies have determined that the establishment of a consolidated emergency communications system is in their best interest.

The Center is to be operated as a Consolidated Law Enforcement, Fire and Medical dispatch operation, and the orderly continuation of the Center services is in the mutual best interests of the Jurisdictions and the User Agencies.

The Jurisdictions have agreed that the Center will carry out its service functions to the community without regard to their respective geographical boundaries.

**INTERGOVERNMENTAL AGREEMENT FOR FIRE
AND EMERGENCY SERVICES**

This Intergovernmental Agreement (Agreement) is by and between the City of Gresham (Gresham) and the City of Troutdale (Troutdale), the City of Fairview (Fairview) and the City of Wood Village (Wood Village) (collectively "Three Cities").

WHEREAS, Gresham and the Three Cities, under the authority of ORS Chapter 190, desire to enter into this Agreement for the provision of fire and emergency services to the territory within the city limits of the Three Cities.

WHEREAS, Gresham desires to enter into an agreement with the Three Cities to provide fire and emergency services to the Three Cities and their inhabitants through its Fire and Emergency Services Department (GFES); and

WHEREAS, Gresham through its GFES has the resources to provide quality and professional fire and emergency services to the Three Cities; and

WHEREAS, Gresham and the Three Cities have an established and successful twenty year contract relationship for FEMS and desire to continue and build upon the existing partnership; and

WHEREAS, the parties agree that sharing resources to void unnecessary duplication of staff, equipment, and training will promote efficiency and effectiveness in local government administration and service delivery; and

WHEREAS, Gresham through its GFES will provide fire and emergency services in accord with this Agreement and the Three Cities will provide payment to Gresham for the agreed upon cost of providing fire and emergency services.

NOW, THEREFORE, the parties agree as follows:

1. This Agreement shall be effective at 12:01 A.M July 1, 2015. This Agreement shall remain in effect until 11:59 P.M. June 30, 2025 unless earlier terminated in accordance with the paragraph 13 or modified in accordance with paragraph 14.
2. Gresham shall provide fire suppression, fire prevention, emergency medical services and specialty rescue and response services to the Three Cities. The level of service to be provided shall be the same level as that provided to the Three Cities as of the effective date of this Agreement.
3. Services Provided:
 - a. Fire suppression and emergency medical services.
 - i. Gresham will maintain continuous (twenty-four (24) hours per day, seven (7) days per week) fire suppression and emergency medical service at the level provided at the signing of this Agreement.
 - ii. Mutual aid and automatic aid agreements with fire suppression providers

that are contiguous with the Three Cities.

- b. Specialty rescue and response services may include:
 - i. Regional Hazardous Materials Team for chemical spills and biological incidents at fixed sites, such as manufacturing facilities, and transportation accidents, including interstate and rail.
 - ii. Water Rescue.
 - iii. Technical Rescue Team to include confined space for industrial users and high angle rope rescue.
 - iv. Urban Search and Rescue (USAR) for structural collapse.
 - v. CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosive) response, including Mass Casualty.
- c. Fire Prevention Services may include:
 - i. Review of building and construction plans for compliance with applicable fire codes and ordinances within the Three Cities.
 - ii. Fire investigation within the Three Cities.
 - iii. Review of Fire Codes and ordinances for adoption by the Three Cities.
 - iv. Fire prevention and education programs, which may include civic groups, presentations at schools, and other community events. These programs shall be consistent with other outreach efforts in Gresham.

4. The Three Cities agree to adopt the same Fire Code, with amendments, that is adopted by Gresham. Gresham shall provide notice to the Three Cities of each amendment to its Fire Code. Each of the Three Cities individually grant Gresham the authority to enforce that Fire Code in the Three Cities. Gresham accepts this authority and agrees to enforce that Fire Code within the Three Cities.

5. Reporting

- a. GFES shall submit separate monthly management reports to each of the Three Cities in accordance with the template in Appendix A.
- b. Management reports shall include the following:
 - i. Response times, including any unusual circumstances that may have caused a variant in response
 - ii. Number of calls, broken out by type
 - iii. Program-level property loss and death statistics
 - iv. Information regarding significant events
- c. Upon request, GFES will be available to review any items identified in these reports with the Three Cities.

6. Performance

- a. GFES shall immediately notify the Three Cities of any major system failure or maintenance which affects service to the Three Cities.
- b. Upon request, GFES shall provide large scale and significant event debriefs.

- c. Complaints received by the Three Cities about GFES services, will be referred directly to the GFES Fire Chief. Any resolution or correspondence concerning that referred call shall be provided back to the originating City, with a summary provided to the User Board specified in this Agreement.

7. Gresham shall provide for all facilities maintenance, vehicle maintenance, equipment maintenance and replacement, and the attendant risk management, personnel management, and management support necessary to perform the services required under this Agreement.

8. The existing user board shall continue under this Agreement. The user board shall be comprised of no more than nine (9) members comprised of two (2) representatives appointed by Troutdale, two (2) representatives appointed by Fairview, two (2) representatives appointed by Wood Village, and three (3) representatives appointed by Gresham. Gresham and the Three Cities shall continue to work cooperatively on the role and responsibilities of the user board. No staffing, equipment or service provision changes shall be made to the primary response stations to the Three Cities without first discussing the proposed changes with the User Board. Gresham shall retain the sole ability to make any such decision and implement such changes.

- a. In addition to monthly reports in accordance with Appendix A, Gresham shall make an annual presentation in the first calendar quarter of each year to the City Council of each of the Three Cities summarizing the prior calendar year monthly management reports, and progress on system performance and productivity improvements.
- b. A standards of service document shall be prepared identifying the response methods and equipment employed by GFES. The standards shall be provided to the Three Cities, and the annual report shall include any proposed or implemented changes to the standards.

9. Subject to the prior review and recommendation by the user board that is described in paragraph 8, Gresham reserves the right to locate personnel, facilities and apparatus to provide effective, cost effective service to its total regional service area.

10. Troutdale, Fairview and Wood Village shall individually and independently pay Gresham the following sums as compensation for fire services:

- a. For Fiscal Year 2015/2016, the fee for service shall be:

| | 2015/2016 |
|--------------|-------------|
| Wood Village | \$ 371,013 |
| Fairview | \$ 914,377 |
| Troutdale | \$1,856,715 |

- b. For Fiscal Year 2016/2017 the amount owed shall be calculated for each jurisdiction based on \$1.56 per \$1,000 Total Assessed Value (to be calculated using the assessed values announced in the fall of 2015).

- c. For Fiscal Year 2017/2018 and for each fiscal year thereafter, the fee for service will be established by increasing each jurisdiction's prior year's number by a rate calculated by the following formula:

- i.
$$\text{CPI} + \left(\frac{((\text{Most Recent Completed Year's Actual Fire and Emergency Services Employee Cost} / \text{Most Recent Completed Year's Actual FTE Count}) - (\text{2 Years ago Actual Fire and Emergency Services Employee Costs} / \text{2 Years ago Actual FTE Count}))}{(\text{Two Year's Ago Actual Fire and Emergency Services Employee Cost} / \text{Two Years ago Actual FTE Count})} \right) = \text{\% change of average FTE Cost} / 2)$$

Example:
$$\text{CPI} + \left(\frac{((\text{FY 2016/17 Actual Fire and Emergency Services Employee Costs} / \text{FY 2016/17 Actual FTE}) - (\text{FY 2015/16 Actual Fire and Emergency Services Employee Costs} / \text{FY 2015/16 Actual FTE}))}{(\text{FY 2015/16 Actual Fire and Emergency Services Employee Costs} / \text{FY 2015/16 Actual FTE})} \right) = \text{\% change of average FTE Cost} / 2)$$

- ii. Fire and emergency services average employee cost shall include all employee costs from the most recently completed fiscal year. These costs shall include all pay types including but not limited to: salaries, overtime, certificate pay, and premium pay and all benefit types including but not limited to: Health & Dental Insurance, PERS, pension bonds, VEBA, and workers' compensation.
- iii. The Consumer Price Index used shall be: Consumer Price Index – All Urban Consumers. Series Id: CUUSA425SAO. Not seasonally adjusted. Portland-Salem, OR-WA. All Items. Half 2 (December, Prior Year) to Half 2 (December, Current Year).
- iv. The annual escalation factor shall not be less than 2.5% or more than 4.5%.
- v. By approximately January 15th of each year Gresham shall notify the Three Cities in writing of the estimate for the fee for services for the coming July 1st FY, illustrating the formula components, calculation and resulting fees.

11. Troutdale, Fairview and Wood Village shall also be individually and independently responsible for the cost of Fire Dispatch services pursuant to the Intergovernmental Agreement with the City of Portland Bureau of Emergency Communications. Each of the Three Cities shall provide GFES with written confirmation that it has paid for Fire Dispatch services.

12. The Three Cities annual financial obligations to Gresham, set out above, shall be paid quarterly in arrears upon invoice by Gresham in four equal installments, with the payments being made on or before October 1st, January 1st, April 1st and June 30th of each year.

13. This Agreement may be terminated by Gresham or by Troutdale, Fairview or Wood Village, in accordance with the following:

- a. Gresham may terminate this Agreement if Troutdale, Fairview or Wood Village is in default and Gresham notifies the defaulting party in writing that it intends to terminate the Agreement on a date specified by Gresham if the default is not cured within ten days of the date the notice is received. If this Agreement is terminated by Gresham due to default by one of the Three Cities, the Agreement between Gresham and the remaining non-defaulting cities shall continue in full force and effect.
- b. Troutdale, Fairview or Wood Village may terminate this Agreement if Gresham is in default and Troutdale, Fairview or Wood Village notifies Gresham and the other two cities that it intends to terminate the Agreement on a date specified by the terminating party (Initial Termination Notice) if the default is not cured within ten days of the date the Initial Termination Notice is received. If this Agreement is terminated due to Gresham's default, the Agreement between Gresham and the two cities that did not issue the Initial Termination Notice shall continue in full force and effect unless one or both of the other cities notify Gresham within five (5) days of the receipt of the Initial Termination Notice that they are also terminating the Agreement due to Gresham's default (Secondary Termination Notice). The Secondary Termination Notice shall cause the Agreement to be terminated as between Gresham and the other city that provided the Secondary Termination Notice if the default is not cured.
- c. Default occurs if one party fails to provide services or compensation required under this Agreement or otherwise fails to comply with the terms and conditions of this Agreement. A party may cure its default if it provides the services or complies with the applicable provision within the applicable ten (10) or five (5) day notice period.
- d. Troutdale, Fairview or Wood Village may terminate this Agreement upon providing Gresham and the other two cities written notice of its intent to terminate the Agreement at least two years prior to the termination date (Two- year Opt Out Notice). If a Two-Year Opt Out Notice is issued, the Agreement between Gresham and the two cities that did not issue the Two-Year Opt Out Notice shall continue in full force and effect unless one or both of the other cities notify Gresham within thirty (30) days of the receipt of the Two-Year Opt Out Notice that they are also terminating the Agreement at the end of the two-year notice period (Secondary Opt Out Notice). The Secondary Opt Out Notice shall cause the Agreement to be terminated as between Gresham and the other city that provided the Secondary Opt Out Notice, effective the same date provided in the Two-Year Opt Out Notice.
- e. Upon receipt of any notice of termination pursuant to paragraph 13(b) or 13(d), Gresham may notify the cities that did not issue such notice that it is requesting a review of the terms of this Agreement. The parties will thereafter engage in good faith negotiations. Any modification to the terms of this Agreement pursuant to such review shall be in writing and subject to approval by each of the parties to

the modification. If, following good faith negotiations, the parties are unable to reach an agreement regarding modifications to the Agreement, any party may elect to terminate its participation in the Agreement by providing written notice to all the other parties at least one hundred and eighty (180) days prior to the termination date in the case of termination pursuant to paragraph 13(d). For termination pursuant to paragraph 13(b), written notice of termination shall be at least ten (10) days prior to the termination date. The termination date may be changed if mutually agreed to by all of the parties to this Agreement.

14. After June 30, 2020, Gresham may notify the Three Cities in writing that it is requesting a review of the terms of this Agreement. The Three Cities shall grant Gresham's request to review the terms of this Agreement only if there are extraordinary and unforeseeable events that are outside Gresham's control that result in a nine and one-half percent (9.5%) or higher increase from the preceding fiscal year, not recognized in the escalation formula provided in this Agreement, in current expenditures (excluding capital outlay and debt service) that Gresham incurs to provide fire services excluding hazmat services. The increase in expenditures must be the direct result of an unfunded mandate from another jurisdiction that Gresham must comply with, such as a change in the laws that are adopted by the Oregon Legislature, United States Congress, or a state or federal agency, or a ruling from an arbitrator as a result of mandatory binding arbitration.

- a. Any modification to the terms of this Agreement, following a review as provided above, shall be in writing and approved by the authorized signature of each of the parties, which shall review and approve the modified agreement individually.
- b. If, following good faith negotiations, the parties are unable to reach an agreement regarding modifications to this Agreement, any one of the parties may elect to opt out of the negotiations and terminate its participation in this Agreement by providing written notice to all the other parties one hundred and eighty (180) days prior to the termination date. The remaining parties may continue to negotiate or may elect to opt out of this Agreement. If a remaining party elects to opt out of the negotiations and terminate its participation in this Agreement the remaining party must provide the other parties with written notice of its intent to opt out of this Agreement within one hundred and eighty (180) days.

15. This Agreement, including Appendix A, Monthly Service Activity Report, contains the entire written agreement between the parties and replaces all prior and contemporaneous written agreements between any of the parties pertaining to fire suppression, fire prevention, emergency medical services and hazardous emergency response services.

16. Subject to Oregon law, Gresham agrees to indemnify, defend and hold harmless the Three Cities from liability to third parties for its performance under the terms of this Agreement.

17. Gresham and the Three Cities agree that all claims, controversies or disputes which arise out of this Agreement shall be resolved by first participating in mediation, and if mediation is not successful, then by binding arbitration. The arbitrator shall be mutually selected by the parties. If

the parties are unable to agree on the arbitrator, the parties shall request a list of arbitrators from Multnomah County Circuit Court and the arbitrator will be selected by striking an arbitrator from the list, alternating back and forth between the parties. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

18. If a legal action, including binding mandatory arbitration, is instituted to enforce the terms of this Agreement, the prevailing party is entitled to such sums as the arbitrator or court deems reasonable for attorney fees, and to all costs and disbursements incurred.

Signature Page Follows

TROUTDALE:

This 16 day of April, 2015


Doug Daoust, Mayor


Craig Ward, City Manager


WOOD VILLAGE:

This 28th day of April, 2015

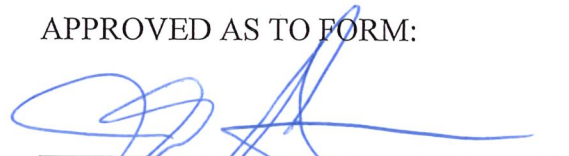

Patricia Smith, Mayor


William Peterson, City Administrator

APPROVED AS TO FORM:

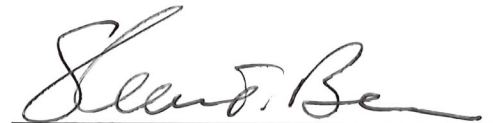

Ed Trompke, Troutdale City Attorney


APPROVED AS TO FORM:


Jeff Condit, Wood Village City Attorney

GRESHAM:

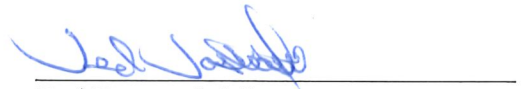
This 3rd day of June, 2015

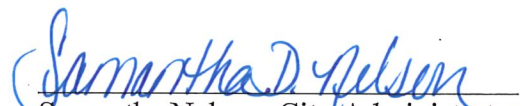

Shane T. Bemis, Mayor


Erik V. Kvarsten, City Manager

FAIRVIEW:

This 20th day of April, 2015


Ted Tosterud, Mayor


Samantha Nelson, City Administrator

APPROVED AS TO FORM:


David R. Ris, Gresham City Attorney

APPROVED AS TO FORM:


Heather Martin, Fairview City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY
OREGON AND CITY OF TROUTDALE OREGON FOR CONTRACT LAW
ENFORCEMENT SERVICES**

This Agreement is entered into by the City of Troutdale, a home-rule municipal corporation of the State of Oregon (hereinafter City), and Multnomah County, a home-rule county and political subdivision of the State of Oregon (hereinafter County), jointly with and on behalf of the Multnomah County Sheriff's Office (hereinafter MCSO), collectively, "the parties," pursuant to the authority granted in ORS Chapter 190 and ORS 206.345.

WHEREAS, the City possesses the power, legal authority and responsibility to provide for police services within its boundaries; and

WHEREAS, the County, through the Multnomah County Sheriff, provides police services throughout the unincorporated areas of Multnomah County and contracted cities; and

WHEREAS, the County has adopted contracts to provide law enforcement services to cities, and has the legal authority to provide police services within the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, provides law enforcement services to the City and its inhabitants; and

WHEREAS, the parties agree that ORS 236.605-640 is applicable with respect to Troutdale Police Department members currently employed by City; and

WHEREAS, the County agrees to render such law enforcement services, through the Office of the Multnomah County Sheriff, under the following principles:

1. Law enforcement services provided by the County to the City should be clearly identified and articulated.

2. Services should be priced to provide reasonable and predictable, cost efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of the City while avoiding County subsidy of City services.
3. The parties recognize that cost saving efficiencies due to economies of scale, increased depth of trained personnel, patrol hub geographic relocation, case consolidation, reduction in supervisory duplication, and other as yet unidentified consolidation benefits, cannot be precisely quantified in advance and will result to the benefit of both parties only after implementation and practical experience.
4. The City will maintain a high level of local service input such that MCSO law enforcement employees assigned to the City will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work cooperatively with City organizations to solve City law enforcement concerns to improve the safety and welfare and establish a positive relationship with City residents and visitors.
5. City, with the input of the Sheriff, should have the flexibility to determine the level of services and to identify service priorities. Any service level changes made may result in corresponding changes in annual costs to the City.
6. This agreement provides for uniforms and police vehicles to be branded or identifiable as City of Troutdale Police to provide for continued local identity.
7. MCSO will maintain equity in the provision of law enforcement services to City and unincorporated Multnomah County residents.

NOW, THEREFORE, pursuant to ORS 190.010, and in consideration of the terms and conditions contained herein, it is mutually agreed by and between the parties as follows:

1. Recitals. The Recitals set forth above are incorporated by reference herein.
2. Effective Implementation Date. This agreement shall be effective at 12:01 a.m. Wednesday, July 1, 2015 at which time City employees transferred under this agreement shall become County employees, per the terms and conditions as agreed

to with the respective labor unions as specified in the Employee Transfer Agreements incorporated herein by Appendix E, F and G and subject to execution of the facility lease of section 4.6 below.

3. MCSO as an Independent Contractor. MCSO is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between City and MCSO or any of the MCSO's agents or employees. The MCSO shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MCSO pursuant to this Agreement.
4. Law Enforcement Services. For the term of this agreement, the MCSO will operate under the philosophy of a municipal police department as to branding and will provide the police services to City as set forth in section 4.1 to 4.3 below: The police personnel assigned to City patrol districts will respond to calls for service within the City that meet or reduce the response times specified in Appendix A, and to calls outside the City in accordance with existing mutual support agreements. MCSO personnel assigned to the City as set forth in Appendix B will remain employees of the MCSO, and will not be considered employees or agents of the City, except as specifically provided herein.

4.1 Patrol Services. The assigned MCSO personnel will provide police and related services within the incorporated boundaries of the City. The police services shall include the duties and law enforcement functions customarily rendered by the MCSO under the statutes of the State of Oregon and the laws and ordinances of the City. Services include:

- These services shall include two assigned armed Troutdale branded deputy sheriffs per shift, one to each of the two City patrol districts providing 24/7/365 coverage to perform police patrol functions, plus round the clock supervision provided by the on-duty patrol Sgt. MCSO will also provide a command level officer to serve as Chief of Police for City, pursuant to section 5 below.
- Reactive patrol to enforce state law and City-adopted municipal, traffic and criminal codes, and to respond to calls for service; and
- Proactive patrol to prevent and deter criminal activity, and provide other community police services as requested by the City.

- Summer season beach patrol of a minimum of 950 hours along the Sandy River within the City, with additional hours as conditions dictate.

4.2 Additional police services may include:

- Investigation services by deputies and detectives investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents.
- Special operations services including but not limited to canine patrol, hostage negotiations, and SWAT unit.
- Supervision of the City Code Enforcement Officer.

4.3 Administrative Services. Administrative services include legal advisor, planning statistics, subpoena control, records, training, evidence control, accounting, payroll, personnel, media relations, purchasing, inspections and internal investigations, and other services provided by the MCSO or by other County departments in support of the MCSO. If the City has municipal criminal and traffic codes, City must provide legal counsel relating to enforcement and prosecution of those codes. The legal services of the Multnomah County Attorney's Office provided under this agreement do not include enforcement of municipal criminal and traffic codes or prosecutions arising hereunder, nor any legal advice directly to the City.

4.4 Stabilization of Personnel. The MCSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to City. Notwithstanding the MCSO's exclusive authority to assign deputies, when operationally feasible and consistent with the County's obligations under the relevant collective bargaining agreement (CBA) and ORS 236.620(1)(d), MCSO will seek to maintain available transferred City officers in their previous principal assigned district until at least January 2016,.

4.5 Asset seizure. The MCSO shall be the seizing agency and the COUNTY shall be the forfeiting agency for purposes of state and federal criminal or civil asset forfeiture for property seized by the MCSO within the City. Subject to State and Federal requirements, upon implementation the City shall transfer any remaining seizure funds to the MCSO.

4.6 City Facility. The MCSO shall deliver the patrol services of section 4.1 from the City of Troutdale Community Police Facility (City Facility). This

agreement shall become effective subject to the concurrent execution of the facility lease between the County and City for the MCSO use of the City Facility. Further the MCSO intends to have its Patrol Division base of operation housed at the City Facility.

5. City Identity, Accessibility, Reporting and Responsiveness. The MCSO will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work cooperatively with City organizations to maintain and improve the safety, welfare and positive police identity and relationship with the community.

- City shall have city police branding and police vehicles that display the City's identity for personnel assigned to the City
- MCSO shall ensure the City Chief of Police at the time of implementation shall be assigned the Chief of Police position by the MCSO and shall serve in that position for a minimum of six months and, shall remain accessible and responsive to the City.
- MCSO will provide the Chief, or his designee, at City Council meetings upon request to orally inform the Council of service demands and any identified areas of concern.
- City will have the flexibility to determine the level of law enforcement services and to identify service priorities;
- MCSO will consult with the City Manager, prior to assigning or reassigning the Chief of Police responsible to perform the services to the City. MCSO will take into account input and suggestions from the City Manager when assigning or reassigning the Chief of Police position.
- The MCSO shall provide to the City a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement, other activities related to community policing, in a similar form as the sample law enforcement activity reports appended to this agreement as Appendix A, tailored to address City's informational needs.
- The Chief of Police shall function as a department head within the City and is expected to conduct him or herself in a manner that supports and maintains trust of the City.
- At the direction of the City Manager and as needed, the Chief of Police, or designee, shall attend and participate in the City Management Team meetings, and council meetings, and official functions, celebrations, and commissions. As requested by the City Manager and as needed, the

Chief of Police will also represent the City police department at community meetings and functions.

- The Chief of Police is the City's Director of Police Services and represents the Manager of the City for all law enforcement matters in the community. This may include working with other relevant City departments and/or other public agencies (e.g. courts, schools, etc.) on behalf of the City.
- The MCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts.

6. Service Costs. City shall pay County \$2,826,656.00 for the provision of police services during the first year of this agreement. Payments shall be made on a quarterly basis as detailed in section 6.7. Service payments for subsequent years under the agreement will vary according to service level adjustments of section 7, if any, and the cost escalator provisions of section 6.8. City further agrees to facilitate the transfer and assignment of certain service contracts and intergovernmental agreements it currently holds for the provision of police services to other entities and public bodies, as contemplated in Appendix D of this agreement.

6.1 "One time Only" Costs Certain "one time only" costs for the purchase by County of City Patrol vehicles, and payment by City to County for retained sick leave hours of transferred employees will be under the terms and conditions set forth in Appendix D.

6.2 Discretionary Overtime. If requested, MCSO may provide additional deputies to perform operational overtime for special events or unusual occurrences within City. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) on duty. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.

6.3 Disaster or Unusual Occurrence Overtime. If the City experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the City to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash or riot.

- 6.4 Declared Emergency Overtime. In the case of a county, state, or national declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, the City may be responsible for the direct overtime expense of additional deputies performing duties within City, as negotiated under then-existing mutual aid agreements.
- 6.5 Tracking Overtime. The MCSO will track the costs of any overtime incurred by the assigned deputy that is related to his/her assignment to the City's service area. The City agrees to reimburse the MCSO for the actual cost of any City-related overtime incurred by the assigned deputy and approved by the City Manager. The City Manager will work with the MCSO contracted Chief of Police to manage and oversee the performance of the agreement by creating written guidelines as to what routine overtime is acceptable. The City Manager will be responsible for approving all non-routine overtime.
- 6.6 Reports. City will receive a report monthly that will include current and year-to-date expenditures for any costs which are in addition to the base contracted costs.
- 6.7 Billing. The agreement amount quoted by the MCSO and set forth in section 6 shall be billed quarterly in 4 equal amounts. Payments shall be due within 30 days after invoicing by the MCSO. Payments shall be sent to :

ATTN: Fiscal Unit
Multnomah County Sheriff's Office
501 SE Hawthorne, Suite 350
Portland, OR 97214

- 6.8 Limit on Annual Growth for Agreement Cost Escalator. The maximum annual percent cost increase charged to the City shall be limited to the cost of living percent increase provided to the Multnomah County Deputy Sheriff's Association membership applied to the total agreement base cost from the prior year. The City hereby agrees to pay for Discretionary Overtime expenses separately as provided herein.

7. Annual Evaluation of Staffing and Service Levels. The level and type of City services and the number of positions assigned to those services shall be determined annually by the City after evaluating available resources and consulting with the Multnomah County Sheriff or his/her designee. The annual number of positions assigned to the City as set forth in Appendix B will remain constant, unless the above section 4 services are modified by written agreement of the parties. Any changes to the service level may result in a corresponding change to the annual cost to the City.
8. Annual Revisions to this Agreement. By January 1st, or the first working day thereafter, the MCSO shall provide the City with an estimate of the subsequent fiscal year's costs and service data. By February 1st, or the first working day thereafter, the City shall notify the MCSO of any changes in service levels for the subsequent year. If the City proposes a change to service levels, then by March 1st, or the first working day thereafter, the MCSO shall provide the City with the estimated agreement amount for the subsequent year based on the changes in service requested by City.
9. Decision and Policy-Making Authorities. The MCSO will provide the services identified in section 4 above. The respective authorities of the City and the MCSO that make operational decisions and develop and implement policies in this regard shall be governed by the following guidelines.
 - 9.1 Daily Operations: The City Manager will provide general direction to the MCSO contracted Chief of Police, in terms of the performance of the agreement regarding such issues as enforcement priorities and City goals, continued Police Department involvement in community events, neighborhood meetings, dedications and similar events. Deputies will be directly supervised by, at minimum, the on duty MCSO Patrol Sergeant.
 - 9.2 Special Orders, Policies and Procedures: All deputies assigned to assist the City will remain subject to all MCSO policies, procedures, and special orders.
10. Control of Personnel and Equipment. The MCSO is acting hereunder as an independent contractor so that:

10.1 Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the MCSO. Allegations of misconduct shall be investigated in accordance with MCSO policy.

10.2 Liabilities. The MCSO shall be responsible for the salary, wages, benefits and any other compensation, including Workers Compensation benefits for MCSO deputies assigned to perform services under this Agreement.

11. Citing Municipal Violations. MCSO deputies assigned to the City shall cite violations of municipal ordinances and traffic violations into the City's municipal court. Revenue from citations shall be credited to the City as if the deputies were employees of the City. MCSO deputies will cite all other citations, misdemeanor and felony charges into either the City's municipal court or the Multnomah County Circuit Court, as directed by their supervisor. To the extent possible under state law, revenue from criminal charges cited into Circuit Court shall be credited to the City as if the deputy were a City police officer.

12. MCSO Provides Personnel. The MCSO shall furnish all personnel deemed by the MCSO as necessary to provide the level of law enforcement service herein described.

12.1 Training. The MCSO shall determine and be solely responsible for all annual training requirements that may include semi-annual firearms training, annual emergency vehicle operations and pursuit intervention techniques, hazardous materials response, first aid and cardio-pulmonary resuscitation, and other in-service training.

12.2 Non-discrimination. County and the City certify that they are Equal Opportunity Employers. Each party shall comply with all applicable federal, state and local laws, as well as rules and regulations on discrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, sexual orientation or handicap.

13. MCSO Provides Equipment. The MCSO shall furnish such resources and equipment deemed by the MCSO as necessary to provide the level of law enforcement service herein described. The type and minimum amount of equipment and resources for law enforcement officers shall be provided by MCSO policy. The

City may provide additional equipment and resources beyond the minimum, with the concurrence of the Sheriff.

13.1 Computers and E-mail. The MCSO will provide access to a computer, an e-mail ID, appropriate software, training and support to all MCSO employees assigned to the City. All MCSO employees will maintain their County e-mail ID. Multnomah County Information Services will provide support for county-issued equipment.

13.2 Cell Phones. MCSO will provide the deputies assigned to City patrol with cell phones.

13.3 Radios. The MCSO shall provide 800 MHz radios to all deputies assigned to City patrol. Deputies assigned to the City will be dispatched and use MCSO radio channels.

13.4 Patrol Vehicles. The MCSO will provide patrol vehicles to deputies assigned to City. City will be charged for the use of those vehicles as included in the service cost set forth in section 6. The patrol vehicles will have City of Troutdale approved markings.

13.5 Uniforms. The MCSO will provide uniforms for all deputies assigned to City patrol duties. The uniforms will include the branding image approved by the City of Troutdale as an addition to the MCSO standard uniform. The brand, color and design of the standard MCSO uniform will be at the sole discretion of the Sheriff. When operationally feasible, and consistent with ordinary uniform wear and tear replacement, MCSO will seek to maintain available transferred City officers serving in City patrol districts to continue to serve in their previous City uniforms until January 2016.

14. MCSO Publishes News Releases. The MCSO contracted Chief of Police will coordinate with City officials on major incidents within the City, will provide City officials with timely reports about the status of major incidents, and will issue press releases, as necessary, regarding police activity in the City. City officials will not provide interviews or statements to the press without first consulting with the Sheriff or his designee prior to discussing a major police incident with the press or public.

15. City Responsibilities. In support of the MCSO providing police services, the City promises the following:

15.1 Municipal Police Authority. The City promises to confer municipal police authority on such MCSO police personnel as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement. When MCSO officers are engaged in enforcement of municipal ordinances, City agrees that to the extent required by section 16 the officers shall be considered agents of the City, and City shall be responsible for the officer's act of enforcing the ordinance, but MCSO shall remain liable for the officer's conduct in regard to the manner of enforcement. To illustrate the intent of this provision, if an officer assigned to City is sued for enforcement of a City ordinance because the ordinance is alleged to be unconstitutional, the City would be liable for defending the claim and the officer. If the officer was alleged to use excessive force while enforcing a City ordinance, that claim would arise from the manner of enforcement, and County would be liable for defending that claim and the actions of the officer. In the event that a claim involves an allegation of excessive force while enforcing an unconstitutional ordinance, the County would be liable for defending against the excessive force claim and paying any judgments arising from that claim, and the City would be liable for defending the allegation of an unconstitutional ordinance and paying any judgments arising from that claim.

15.2 Special Supplies. The City promises to supply at its own cost and expense any special supplies, citations, stationary, notices, forms, and the like, where such must be issued in the name of City.

15.3 BOEC Charges. The City agrees to perform contractual agreements and pay costs for police dispatch and emergency and non-emergency call taking for the City, provided by the Bureau of Emergency Communications (BOEC), City of Portland.

15.4 MCSO Employees. The City agrees that all matters incident to the performance of the services described herein, including standards of performance and supervision and discipline of assigned personnel, shall be and remain the responsibility of the MCSO. The City further agrees that the

assigned personnel provided hereunder by MCSO shall be and remain employees of the County. The assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of the MCSO. Scheduling, payment of salary, benefits and all other employee rights shall be in compliance with the County collective bargaining agreements and the County personnel rules, and shall govern all labor disputes arising out of this Agreement.

15.5 MCSO Enforcement Authority The City agrees that ORS 206.345(2), which states, "During the existence of the contract, the Sheriff and the deputies of the sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly. Pursuant to ORS 190.010, the MCSO shall also have the authority to enforce civil infractions pursuant to the City's Municipal Code. .

16. Indemnification.

16.1 Intent. It is the intent of this Agreement that the City and MCSO each are responsible for their own actions or the actions they direct or control. If a suit or action results from the policy, direction, act or omission of a party, that party shall defend and indemnify the other party as provided below.

16.2 County Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon constitution, the City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the

County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same. City shall secure and maintain throughout the terms of this agreement comprehensive liability insurance in the amount of two million dollars (\$2,000,000) for City, its officers, employees and agents and naming Multnomah County as an additional insured. City agrees to fully indemnify and defend Multnomah County, its officers, employees and assigns against any action, suit or proceeding currently pending against the City, any city officer, employee or agent, specifically including any City police officer, provided however that this provision shall not apply to any cases where County or County employees or deputies are named in the action as a result of their own acts or omissions. City further agrees to fully indemnify and defend County for any action, proceeding (including any Unfair Labor Practice) brought by City, any current or former City employee, or any labor association that represents any current or former City employee, which arises from or relates to the transfer of City police department employees to Multnomah County, or from the transfer of employees back to the City of Troutdale in the event this agreement is terminated, provided that such duty shall cease to exist to the extent any such action or proceeding arises out of an act or omission by the County taken without consultation and consent from the City. City further agrees to fully indemnify and defend Multnomah County for any action brought against Multnomah County or any current Troutdale police department employee that relates to conduct related to or occurring while employed as a City of Troutdale officer or employee – it is the intent of this provision that the City remain responsible for any civil action or proceeding (such as a use of force lawsuit) against an officer or employee who is currently a City of Troutdale employee if the incident giving rise to the action occurred prior to the person(s) being transferred to Multnomah County pursuant to this intergovernmental agreement.

- 16.3 City Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon constitution, the County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or

damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. County is self-insured and maintains excess coverage for amounts over one million dollars. County shall maintain excess coverage in an amount of at least one million dollars (\$1,000,000) and name City as an additional insured.

- 16.4 Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole, or in part, from the existence or effect of City ordinances, policies, customs, rules or regulations, whether written or unwritten. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation is at issue, the City shall defend the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or an individual officer assigned to the City due to the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation, the City shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a City policy or ordinance is unconstitutional and / or violates a person's rights, City shall indemnify County and any involved individual officer for damages attributable to the policy or ordinance being unconstitutional and/or a violation of a person's rights. The City's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. As set forth in this section, the City shall be liable for the defense and indemnity of claims that allege municipal liability as a result of a City ordinance, policy, custom, rule or regulation, and nothing in this section is intended to override the provisions of 16.2 and 16.3 that make each party liable for its own actions.

17. Termination Process. This Agreement is conditioned upon the faithful performance by both parties of the terms and provisions hereof, which are to be kept and performed. Either party may initiate a process to terminate this agreement as follows:

17.1 Notice of Termination. The City may choose at some future time to provide law enforcement services other than through the MCSO. Similarly, the MCSO may choose at some future time not to provide law enforcement services to the City. If either party wishes to terminate this agreement, they shall provide the other party with a 45-day written notice of intent to terminate the Agreement. Upon receipt of the written notice of intent, the City Manager, the Sheriff, and the Chair of the County Board of Commissioners or the Chair's designee shall hold a meeting, the purpose of which will be to understand the notice of intent including background of the reasons(s), and a review of alternatives and impacts, among other matters.

17.2 Written Notice. After the 45-day period has run, the party desiring to terminate the agreement shall provide at least 24 months written notice to the other party, unless the parties agree upon a shorter time frame.

17.3 Transition Plan. Within 60 days of the receipt of such written termination notice, the parties shall commence work on a plan to provide for an orderly transition of responsibilities from the County to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the County. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community as the service provider changes. This plan would include desired outcomes, project phases (including a preliminary transition plan development) and timelines, and project roles and responsibilities. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition.

17.4 Failure to Pay, Interest Charge, and Termination. In the event the City fails to make a monthly payment within 45 days of an undisputed billing, the MCSO may charge an interest rate no more than two percentage points above the interest rate on the monthly MCSO investment earnings. Billings that are in accordance with the terms of section 6 of this agreement are presumed to be valid and undisputed. In addition, in the event the City fails to make a monthly payment within 90 days of an undisputed billing, or fails to pay a disputed portion of a bill within 90 days of resolution on the disputed amount, the County may terminate this Agreement with 60 days advance written notice. If termination is for non-payment under this section, sections 17.1 through 17.3 shall not apply.

17.5 Payment of Costs Upon Termination. Upon termination of this Agreement between the City and County, the City is obligated to pay all incurred service costs and, past due payments including accrued interest, and other costs by the termination date.

17.5.1 The MCSO will not charge interest on any disputed portion of a bill so long as the City pays the non-disputed portion of the bill within the 90-day time frame outlined in 17.4 above.

17.5.2 In the event of termination, City will receive all equipment, material, uniforms and supplies transferred to County at commencement of agreement. Equipment and materials in excess of \$1,000 (excluding patrol vehicles) acquired during the term of this agreement will be cataloged and tracked by County, and transferred to City upon termination. City may purchase patrol vehicles from County at a number and price to be determined at the time of termination.

17.5.3 Upon the termination of this agreement for any reason, if any employee transferred to Multnomah County from City is still employed by Multnomah County, that employee may elect to be transferred back to City as provided in ORS 236.640 provided that the duties of the employee are assumed by the City. County shall liquidate any accrued compensatory time of transferred employees and shall pay to City a sum to reimburse City for all accrued time retained by transferred employees pursuant to ORS 236.610.

18. Non-Appropriations. In the event that the City Council reduces, changes, eliminates or otherwise modifies the funding for this agreement, then City may terminate this agreement, in whole or in part, effective upon delivery of written notice to County, or at such later date as established by City.
19. Transfer of Employees. Pursuant to ORS 236.610, current City employees will be transferred to County. City will provide all employment records for each employee pursuant to ORS 236.610(6). Seniority of transferred employees will be in accordance with ORS 236.620(1)(c). Any transferred employee who remains employed with MCSO until this agreement is terminated shall be eligible for and elect to be reinstated by City to their previous position, pursuant to ORS 236.640. Transfer of City employees shall be implemented as described in Appendix E, F and G.
20. PERS Liability. Both parties are existing PERS employers and therefore ORS 238.231 does not apply and further pursuant to ORS 236.610(7) and acknowledge that there shall be no unfunded liability or surplus paid or credited to or by the other party for the employee transfers, and pursuant to ORS 236.620(1)(b) transferred employees shall continue their existing PERS status.
21. Accrued Time of Transferred Employees. Pursuant to ORS 236.610(3), City employees transferred to MCSO may elect to retain any accrued sick leave, and retain hours of vacation leave as elected. City is responsible for liquidating any accrued compensatory time of employees being transferred to County. Payment to transferring City employees and transfer of leave hours shall be implemented as described in Appendix E, F and G. For leave hours that transferred employees elect to retain, City shall pay to County a sum equal to the number of hours of accrued leave times the employee's hourly rate of pay and this sum shall be paid by City within 30 days of transfer, and final leave hours reconciliation and shall be implemented as described in Appendix D.
22. Purchase of Equipment. City agrees to sell County eight police vehicles from its current fleet, which are identified in Appendix C and D to this agreement for the sum of \$160,000. This amount will be paid to City within 30 days of the implementation date. Title, ownership and all insurance liability shall transfer to the County at 12:01 A.M. of the Agreement effective implementation date.

23. Duration. This Agreement is effective upon authorization and signature by both parties. The term of this agreement is from the effective implementation date in paragraph 2 above through June 30, 2025. This agreement may be renewed for an additional term upon written agreement of all parties.

24. Amendments. This Agreement may be amended at any time by mutual written agreement of the City, the Multnomah County Sheriff, and the Multnomah County Board of Commissioners.

25. Agreement Administration

25.1 Agreement Administrators. The Sheriff or designee and the City Manager, or designee shall serve as agreement administrators to review agreement performance and resolve operational problems.

25.2 Referral of Unresolved Problems. The City Manager shall refer any police service operational problem, which cannot be resolved, to the Sheriff. The Sheriff and City Manager shall meet as necessary to resolve such issues.

25.3 Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Chair of the County Board of Commissioners or the Chair's designee, the Sheriff, and the City Manager.

25.4 Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this Agreement and three (3) years after termination.

26. Third Party Beneficiaries. MCSO, County and City are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this agreement.

27. Written Notice. Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Sheriff for the County, and the City Manager, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
28. Governing Law, Venue, Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the Multnomah County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees.
29. Force Majeure. Neither County nor City shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.
30. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
31. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.
32. Warranties. The parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.
33. Other Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement, including but not limited to assignment or transfer of participation under other existing IGA's for Tri-Met, Gang Enforcement, and School Resource Officers.
34. Available Funds. Subject to the City maintaining timely agreement payments, the MCSO and County represent that the delivery of the agreement services to the City

shall continue, and that the County or MCSO may not unilaterally terminate or reduce the scope of services to be provided as a result of reduced MCSO budget funding.

35. Entire Agreement and Waiver of Default. The parties agree that this Agreement, including the Appendices as listed below, is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the County, which shall be attached to the original Agreement.

35.1 Appendices. The parties agree that the following Appendices are hereby incorporated in this agreement:

Appendix:

- A. - Law Enforcement Activity Reporting
- B. - Assigned Positions and Service Fee Schedule
- C. - Vehicle Transfer and Purchase
- D. - Transition Implementation Items
- E. - Employee Transfer Agreement: TPOA & MCDSA
- F. - Employee Transfer Agreement: AFSCME Council 75
- G. - Employee Transfer Agreement: Non-Represented


< Followed by Signatures Page >

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

MULTNOMAH COUNTY, OREGON:


By: Deborah Kafoury, Chair
Multnomah County Board of Commissioners

Date: 4/24/15


By: Dan Staton, Sheriff
Contract Administrator

Date: 4-28-15

CITY OF TROUTDALE:


By: Doug Daoust, Mayor
City of Troutdale

Date: 4/6/15


By: Craig Ward, City Manager
City of Troutdale

Date: 4/2/15

Approved as to Form:


Legal Counsel for Multnomah County

Date: 04-23-2015

Approved as to Form:


Legal Counsel for City of Troutdale

Date: 4-7-15

Appendix – A

Law Enforcement Activity Reporting

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

The MCSO shall provide a summary monthly report in a format determined by MCSO for the below activities, and as modified over time by mutual agreement of the parties.

A. Response time from Dispatched to arriving on Scene to the Call.

Performance standard, maintain or reduce response time from the prior year of 2014 Troutdale BOEC calls:

4:36 minutes average response time for Priority 1 & 2 calls,

10:30 minutes average response time for Priority 3 through 7 calls

- Call Response Times and Volume of Calls for Service may be affected by many variables such as; increases in population, changes in statutes, complexity of reported crimes and weather conditions.

B. Detective Case Activity

Reporting requirement of volume, case type and disposition

- This may be affected by change in statutes, evolving crimes, population shifts and increased reporting of crimes.

C. Traffic Stops made in the City of Troutdale

Reporting requirement of volume, type and disposition

- Traffic Citations which may be affected by change in traffic code, change in statutes and traffic grant availability.

D. Other Deputy Activity Reporting Summary:

- Total Calls for Service:
- Total time spent on calls (on-scene to clear):
- Average time spent per call (on-scene to clear):
- Dispatched:
- Self-initiated:
- Number of Traffic Stops
- Number of Subject Stops

Appendix – B

Assigned Positions and Service Fee Schedule

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

Staffing and Service Levels: For the assigned positions, materials, services and capital outlay items listed below the City shall pay County \$2,826,656.00 for the provision of services during the first year of this agreement. For the first year of this agreement the MCSO has assigned the following positions to provide the services as set forth in section 4.1 to 4.3.

| Assigned Positions: | FTE | Cost/ FTE | Fee |
|---|--------------|------------|---------------------|
| Leadership/Management | | | |
| 9627 - Captain | 0.66 | \$ 217,656 | \$ 143,653 |
| Patrol Services | | | |
| 2005 - Sergeants | 1.37 | 163,106 | 223,456 |
| 2025 - Deputies | 11.00 | 125,598 | 1,381,577 |
| Additional Police Services | | | |
| Detectives (2025 - Deputy) | 1.00 | 125,506 | 125,506 |
| Administrative Services | | | |
| 6002 - Office Assistant Sr. | 1.00 | 77,078 | 77,078 |
| 6150 - Records Technician | 1.00 | 81,965 | 81,965 |
| Beach Patrol 25% of 2 SRO's (Deputy) | 0.50 | 125,598 | 62,799 |
| Overtime | | | 218,569 |
| Total FTE: | 16.53 | | |
| Personnel Costs Subtotal: | | | 2,314,603 |
| Materials & Services (Operating Supplies, Protective Gear, Insurance, Equipment Maintenance, Fuel, Contract Services, Postage, Professional Services, Ballistic Vests, Training, Utilities/Phone) | | | 219,847 |
| County Wide Central Support Services Indirect Costs (HR, Accounting, Audit, Finance, Budget, Admin) | | | 68,684 |
| Departmental Management Indirect Costs (Statistical Analysis & Reporting, Fleet Management, Timekeeping, Payroll, Facilities, IT, Software, Risk Management, Fiscal Management) | | | 149,533 |
| Capital Outlay Items: | | | |
| Annual Patrol Vehicle Replacement Cost | | | 58,990 |
| Mobile Data Terminal Replacement | | | 10,000 |
| Portable & Mobile Radio Replacement | | | 5,000 |
| Total MCSO FY 2015-2016 Service Fee: | | | \$ 2,826,656 |

The above assigned number and type of positions will remain constant unless modified according to section 7. The annual service fee in subsequent years will vary according to service level adjustments, if any, of section 7, and the cost escalator provisions of section 6.8.

Appendix – C

Vehicle Transfer & Purchase

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

Purchase of Equipment. City agrees to sell MCSO eight police vehicles from its current fleet of, which are identified in the table below, for the sum of \$160,000.00. This amount will be paid to City within 30 days of the implementation date. Further that title, ownership and liability shall transfer to the County at 12:01 A.M. of the Agreement effective date.

| VEHICLE # | VEHICLE YEAR | MAKE | VIN | MODEL | MILEAGE | MILEAGE DATE | ASSIGNMENT |
|-----------|--------------|-----------|-------------------|----------------|---------|--------------|-------------|
| #28 | 2015 | FORD | 1FM5K8AR1FGB75753 | SUV INTERCEPTR | 50 | 3/4/2015 | PATROL |
| #29 | 2015 | FORD | 1FM5K8AR3FGB75754 | SUV INTERCEPTR | 50 | 3/4/2015 | PATROL |
| #3 | 2013 | CHEVROLET | 6G1MK5U24DL814690 | CAPRICE | 6,257 | 11/3/2014 | LT. |
| #14 | 2014 | FORD | 1FM5K8AR3EGA71054 | SUV INTERCEPTR | 7,415 | 11/3/2014 | PATROL |
| #26 | 2014 | FORD | 1FM5K8AR3EGA71053 | SUV INTERCEPTR | 12,000 | 11/3/2014 | PATROL SGT. |
| #2 | 2013 | CHEVROLET | 6G1MK5U26DL814691 | CAPRICE | 15,771 | 11/3/2014 | PATROL |
| #5 | 2012 | CHEVROLET | 6G1MK5U2XCL640462 | CAPRICE | 16,040 | 11/3/2014 | PATROL |
| #1 | 2011 | CHEVROLET | 2G1WD5EM0B1157423 | IMPALA | 24,800 | 11/3/2014 | CHIEF |
| | | | | | | | |

Appendix – D

Transition Implementation Items

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

This Appendix is to address costs associated with “one time only” expenditures and revenues for each party associated with the implementation of the IGA.

1. As described in Appendix C the City will transfer and the County will purchase eight current City police vehicles for the sum of \$160,000. This amount will be paid to City within 30 days of the implementation date. Further that title, ownership and liability shall transfer to the County at 12:01 A.M. of the Agreement effective date.
2. As described in Appendix E, F and G the City will transfer to the County City employees who elect to retain accrued sick leave and accrued vacation hours. For leave hours that transferred employees elect to retain, City shall pay to County a sum equal to the number of hours of accrued leave times the employee’s starting County hourly rate of pay and this sum shall be paid by City within 30 days of transfer subject to the final leave hours reconciliation. *(An estimated total accrued leave cost calculated in February 2014 was approximately \$500,000 which represents the City cost, a portion of which would be paid directly to the employee for those accrued hours they elect not to transfer to the County.)*
3. The parties acknowledge that it will take time to fully implement all the support services (i.e. cell phones) for delivery of the contracted law enforcement services. The parties agree to reconcile and apportion costs and revenues based on the effective implementation date.
4. The City is party to a number of other contracts, IGA’s or grant funding arrangements, which the City will assign, transfer, amend or otherwise arrange for the MCSO and County to assume the duties of, and revenue from, these agreements. These agreements include School Resource Officer IGA with Reynolds High School, East Metro Gang Enforcement from State grant funding administrated through City of Gresham, Tri-Met Officer assignment and reimbursement agreement, and reimbursement for police coverage of the McMenamins Edgefield summer concert series.

**APPENDIX E TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE, THE
MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION AND THE
TROUTDALE POLICE OFFICERS' ASSOCIATION**

This Employee Transfer Agreement ("Agreement") is entered into by and between Multnomah County ("County"), the City of Troutdale ("City"), the Multnomah County Deputy Sheriff's Association ("MCDSA") and the Troutdale Police Officers' Association ("TPOA") and will become effective only in the event the Intergovernmental Agreement ("IGA") is approved and executed.

Section 1: Transfer of City Officers and Sergeants

- A. Pursuant to ORS 236.605-236.640, current City police officers and sergeants (hereinafter, "City Officers") will be transferred to the County at 12:01 a.m. on the Effective Implementation Date as specified in the approved IGA ("Transfer Date").
- B. No later than seven (7) calendar days prior to the effective date of the transfer of City Officers to County employment, the City will provide copies of employment records for each City Officer pursuant to ORS 236.610(6). The parties agree and understand that employment records pertaining to City Officers' final month of City employment might not be transferred until completion of a 10-day reconciliation period following the Transfer Date.
- C. Pursuant to ORS 236.620(1)(a), if a City Officer was serving a probationary period with the City at the time of transfer, the past service of the City Officer on probation shall apply on the regular probation requirements of the County.
- D. Pursuant to ORS 236.640, any transferred City Officer who remains employed with the County in good standing to the termination of the IGA shall be entitled to the position the City officer held with the City prior to the transfer.

Section 2: Seniority

- A. Seniority of transferred City Officers will be in accordance with ORS 236.620(1)(c).

B. City Officers shall retain the seniority they accrued while employed by City. Effective on the Transfer Date and pursuant to ORS 236.620 (1), City Officers will be placed on the County's employee roster and the roster shall be consolidated into a single seniority list. Subject to other provisions of this Agreement, the crediting of seniority shall apply for all purposes, including relative seniority for layoffs and demotion, shift preferences, and vacation preferences, as well as salary step increases (subject to Section 4, below), vacation accrual, longevity, premiums, and all other wage and hour benefits under the MCDSA Collective Bargaining Agreement and Multnomah County policies.

C. City Officers shall have the following seniority dates:

| Name | Position | Hire Date |
|------------------|----------------|-----------|
| Licht, David | Police Officer | 08/01/94 |
| Vining, Greg | Police Officer | 09/05/95 |
| Storagee, Joe | Police Officer | 08/05/96 |
| Leahy, Pat | Police Officer | 11/01/99 |
| Rist, Ryan | Police Officer | 09/24/01 |
| Goss, Jenifer | Police Officer | 07/22/02 |
| Fujii, Tim | Police Officer | 02/10/03 |
| Kotsovos, Casey | Police Officer | 03/24/05 |
| Thompson, Nick | Police Officer | 06/05/06 |
| Costello, Jeremy | Police Officer | 06/05/06 |
| Potter, Jeff | Police Officer | 02/05/07 |
| Taber, Daren | Police Officer | 03/10/08 |
| Jordan, Matt | Police Officer | 03/31/08 |
| Diekmann, Chad | Police Officer | 10/13/08 |
| Stephens, Chris | Police Officer | 10/19/09 |
| Harris, Kyle | Police Officer | 08/09/10 |
| Bohrer, Nick | Police Officer | 11/13/12 |
| Bearson, Jerad | Police Officer | 08/12/13 |

| Name | Position | Hire Date | Promoted to Sergeant Date |
|-------------------|----------|-----------|------------------------------|
| Shrake, Marc | Sergeant | 05/20/91 | 09/01/98 |
| Bevens, Steve | Sergeant | 02/28/00 | 01/01/02 |
| Wilkerson, Rodney | Sergeant | 08/03/95 | 07/13/09 |
| Kaer, Carey | Sergeant | 11/26/03 | 07/13/09 |

D. The combined City/County seniority list for the sergeant and deputy sheriff classifications is as follows:

SERGEANT - LAW ENFORCEMENT - 16

| | Class Seniority | County Seniority | |
|----------------------|------------------------|-------------------------|-----|
| 1 Ritchie, B | 12/8/1997 | 7/2/1990 | |
| 2 Shrake, Marc | 9/1/1998 | 5/20/1991 | TPD |
| 3 Bevens, Steve | 1/1/2002 | 2/28/2000 | TPD |
| 4 Lofton, W | 6/17/2002 | 8/23/1999 | |
| 5 Lange, G | 6/15/2003 | 9/27/1993 | |
| 6 Kubic, J | 1/19/2004 | 11/28/1994 | |
| 7 Lichatowich, T | 1/20/2004 | 3/19/1998 | |
| 8 Edwards, R | 9/1/2005 | 12/19/1994 | |
| 9 Brightbill, T | 3/18/2009 | 7/1/2002 | |
| 10 Krafve, K | 5/6/2009 | 10/26/1987 | |
| 11 Wilkerson, Rodney | 7/13/2009 | 8/3/1995 | TPD |
| 12 Kaer, Carey | 7/13/2009 | 11/26/2003 | TPD |
| 13 Gosson, L | 1/25/2010 | 3/16/1994 | |
| 14 Wonacott, T | 9/15/2010 | 8/23/1993 | |
| 15 White, B | 1/3/2011 | 7/3/2003 | |
| 16 Dangler, S | 4/4/2011 | 10/9/2000 | |
| 17 Eriksen, J | 7/11/2011 | 12/31/2003 | |
| 18 Mallory, S | 12/1/2011 | 10/5/1992 | |
| 19 Snitker, L | 1/14/2013 | 1/29/1990 | |
| 20 Herron, M | 1/14/2013 | 8/4/1997 | |

DEPUTY SHERIFF - 75

| | Class Seniority | County Seniority | |
|--------------------|------------------------|-------------------------|---------------|
| 1 Gustafson, E | 10/9/1989 | | |
| 2 Shanks, T | 10/30/1989 | 2/22/1988 | |
| 3 Torres, J | 2/15/1993 | | |
| 4 Graziano, J | 2/15/1993 | | |
| 5 Pentheny, J | 7/19/1993 | | |
| 6 Swail, A | 11/10/1993 | | |
| 7 Satterthwaite, M | 11/11/1993 | | |
| 8 McLellan, S | 12/6/1993 | | |
| 9 Holoch J | 7/11/1994 | 8/22/1988 | |
| 10 Lort, B | 7/11/1994 | 8/23/1993 | |
| 11 Licht, David | 8/1/1994 | | TPD |
| 12 Bickford, K | 9/26/1994 | | |
| 13 Quick, H | 1/30/1995 | | |
| 14 Farnstrom, P | 1/30/1995 | | |
| 15 Vining, Greg | 9/5/1995 | 12/19/1994 | TPD Detective |
| 16 Storagee, Joe | 8/5/1996 | | TPD |
| 17 Osborn, R | 12/1/1997 | | |
| 18 Yohe, K | 3/9/1998 | 1/3/1995 | |
| 19 Ahn, J | 5/18/1998 | | |

| | | | | |
|----|------------------|------------|------------|-----|
| 20 | Burkeen, R | 6/1/1998 | 3/9/1998 | |
| 21 | Matsushima, R | 6/1/1998 | | |
| 22 | Schneider, J | 6/1/1998 | | |
| 23 | Nuzum, R | 6/15/1998 | | |
| 24 | Cortada, R | 2/8/1999 | | |
| 25 | Bybee, K | 7/26/1999 | | |
| 26 | McDowell, S | 8/4/1999 | 11/16/1992 | |
| 27 | Leahy, Pat | 11/1/1999 | | TPD |
| 28 | Rist, Ryan | 9/24/2001 | | TPD |
| 29 | O'Donnell, B | 1/7/2002 | 6/22/1988 | |
| 30 | Weber, T | 7/1/2002 | | |
| 31 | Goss, Jenifer | 7/22/2002 | | TPD |
| 32 | Reiter, M | 10/28/2002 | | |
| 33 | Fujii, Tim | 2/10/2003 | | TPD |
| 34 | McAfee, K | 7/3/2003 | 8/25/1997 | |
| 35 | Maurry, J | 9/15/2003 | 2/27/2002 | |
| 36 | Smith, K | 9/29/2003 | | |
| 37 | Zwick, J | 1/2/2004 | | |
| 38 | Jones, K | 4/19/2004 | 3/8/1999 | |
| 39 | Adams, M | 5/3/2004 | | |
| 40 | Volker, J | 5/3/2004 | | |
| 41 | Kotsovos, Casey | 3/24/2005 | | TPD |
| 42 | Oman, K | 4/29/2005 | | |
| 43 | Zwick, J | 5/14/2005 | | |
| 44 | Ferguson, M | 5/1/2006 | 9/7/1999 | |
| 45 | Hakala, R | 5/2/2006 | 9/19/2005 | |
| 46 | Thompson, Nick | 6/5/2006 | | TPD |
| 47 | Costello, Jeremy | 6/5/2006 | | TPD |
| 48 | Potter, Jeff | 2/5/2007 | | TPD |
| 49 | Hakala, T | 6/29/2007 | | |
| 50 | Gay, C | 8/5/2007 | 10/31/2005 | |
| 51 | Read, P | 2/19/2008 | | |
| 52 | Lee, M | 2/25/2008 | | |
| 53 | Atkins, J | 2/25/2008 | | |
| 54 | Taber, Daren | 3/10/2008 | | TPD |
| 55 | Laizure, B | 3/24/2008 | 9/14/2005 | |
| 56 | Wagner, C | 3/24/2008 | | |
| 57 | Jordan, Matt | 3/31/2008 | | TPD |
| 58 | Tyrus, J | 5/19/2008 | | |
| 59 | Yandell, L | 7/7/2008 | | |
| 60 | Odil, K | 7/7/2008 | | |
| 61 | Parker, R | 9/22/2008 | | |
| 62 | Diekmann, Chad | 10/13/2008 | | TPD |
| 63 | Smith, S | 5/18/2009 | | |
| 64 | Frauendiener, B | 7/13/2009 | | |
| 65 | Bergey, E | 7/20/2009 | | |
| 66 | Lazzini, K | 7/20/2009 | | |

| | | | | |
|----|-----------------|------------|------------|-----|
| 67 | Krumpschmidt, K | 7/20/2009 | | |
| 68 | Stephens, Chris | 10/19/2009 | | TPD |
| 69 | Biggs, R | 11/9/2009 | | |
| 70 | Ciobanasiu, J | 11/9/2009 | | |
| 71 | Jewell, R | 11/9/2009 | | |
| 72 | Harris, Kyle | 8/9/2010 | | TPD |
| 73 | McQueen, D | 1/3/2011 | | |
| 74 | Livermore, N | 1/3/2011 | | |
| 75 | Brown, J | 6/1/2011 | 5/22/2011 | |
| 76 | Sieczkowski, A | 7/11/2011 | | |
| 77 | Doriss, K | 11/28/2011 | | |
| 78 | Hughes, D | 10/8/2012 | | |
| 79 | Baird, K | 11/5/2012 | | |
| 80 | Bohrer, Nick | 11/13/2012 | | TPD |
| 81 | Azevedo, J | 1/14/2013 | 6/10/2010 | |
| 82 | Hunter, S | 6/10/2013 | 12/10/2012 | |
| 83 | Jackson, D | 7/8/2013 | | |
| 84 | Fitzgerald, S | 7/8/2013 | | |
| 85 | Bearson, Jerad | 8/12/2013 | | TPD |
| 86 | Hidalgo, F | 9/16/2013 | | |
| 87 | Devaney, M | 9/16/2013 | | |
| 88 | Lucas, M | 10/11/2013 | | |
| 89 | VACANT | | | |
| 90 | VACANT | | | |
| 91 | VACANT | | | |
| 92 | VACANT | | | |
| 93 | VACANT | | | |
| 94 | VACANT | | | |
| 95 | VACANT | | | |

- E. If a City Officer and a current County employee have the same classification seniority, seniority shall be determined by each employee's date of hire. If the dates of hire are the same, seniority shall be determined by the date of job offer. If the job offer dates are the same, the City Officer shall be placed below the Multnomah County employee on the seniority list.
- F. Pursuant to ORS 236.620(c), no County employee shall be laid off or demoted because of the transfer of City Officers to the County at the time the transfer occurs.
- G. The County shall accommodate a City Officer's preselected vacation times. However, no current County employee will be bumped from his/her preselected vacation time to accommodate a transferred City Officer. Transferred City Officers will participate

in the next vacation bid as set forth in Article 8(B) of the MCDSA Collective Bargaining Agreement.

- H. No current County employee will be bumped from his/her current shift assignment to accommodate a transferred City Officer. In or around May of 2015, transferring City Officers will participate in a seniority based bid for shifts of 5-8s or 4-10s to be developed by the County's Chief Deputy of the Enforcement Division that will be effective for the transitional period between the Transfer Date and implementation of the full MCDSA 2016 shift bid. This May 2015 shift bid will be conducted in accordance with Article 15(D) of the MCDSA Collective Bargaining Agreement. Modification to transferred City Officer Shifts during the transitional period may be made by the Chief Deputy on an as-needed basis subject to Articles 15(E) and (F) of the MCDSA Collective Bargaining Agreement and following consultation with MCDSA and the impacted employee(s). All City and County Employees will participate in the 2016 shift bid in accordance with Article 15(D) of the MCDSA Collective Bargaining Agreement.

Section 3: Specialty Assignments

- A. One City Officer performing detective duties will be assigned to the County detectives unit. Subject to new contracts with the third-party organizations (such as Tri-Met or a School District), the one City Officer assigned to Tri-Met, the two City Officers assigned as School Resource Officers, and the one City Officer assigned to the gangs unit may continue in their respective assignments. If the County does not enter into third-party contracts for Tri-Met, School Resource, and/or the gangs unit in the Troutdale Districts after the Transfer Date, the County and MCDSA shall meet to discuss the assignment for the impacted City Officer(s). If the County and MCDSA are unable to agree upon an assignment for the impacted City Officer(s), the impacted City Officer(s) shall be assigned to a position with the County at the discretion of the County Chief Deputy of the Enforcement Division until the next shift bid under Article 15(D) of the MCDSA Collective Bargaining Agreement and the practices thereunder.
- B. Upon the Transfer Date, City Officers who are in good standing in City specialty assignments (e.g., SWAT, HNT, VCT) will continue their specialty assignments subject to the MCDSA Collective Bargaining Agreement and associated County practices.

- C. City Officers are eligible to apply for County specialty assignments (such as SWAT, Dive Team, Search & Rescue, and etc.) after the Transfer Date and consistent with County policies and practices.

Section 4: Wages.

- A. All City Officers holding the rank of officer shall be placed in the Deputy Sheriff classification with County at the wage step set forth below.
- B. All City Officers holding the rank of sergeant shall be placed in the Sergeant classification with County at the wage step set forth below.
- C. After transfer to County employment, City Officers shall be eligible to move to higher steps on the County's Wage Schedule on the dates set forth below.

| Name | Current TPD Assignment | Transferred MCSO Assignment | Current TPD Wage/Step | Transferred MCSO Wage/Step | Anniversary Date | Date Eligible for Step Increase = |
|---------------------|------------------------|-----------------------------|-----------------------|----------------------------|------------------|-----------------------------------|
| Shrake, Marc J | Sergeant | Sergeant | 22/E++ | S6 | 5/20/1991 | n/a |
| Wilkerson, Rodney L | Sergeant | Sergeant | 22/E++ | S6 | 8/3/1995 | n/a |
| Kaer, Carey D | Sergeant | Sergeant | 22/E++ | S6 | 11/26/2003 | n/a |
| Bevens, Steven D | Sergeant | Sergeant | 22/E+ | S6 | 2/28/2000 | n/a |
| Licht, David P | Police Officer | Deputy Sheriff | 16/E++ | D5 | 8/1/1994 | One year from Transfer Date |
| Fujii, Timothy P | Police Officer | Deputy Sheriff | 16/E++ | D5 | 2/10/2003 | One year from Transfer Date |
| Goss, Jenifer M | Police Officer | Deputy Sheriff | 16/E++ | D5 | 7/22/2002 | One year from Transfer Date |
| Rist, Ryan C | Police Officer | Deputy Sheriff | 16/E++ | D5 | 9/24/2001 | One year from Transfer Date |

| | | | | | | |
|--------------------------|--------------------------|-----------------------------|--------|----|------------|--------------------------------|
| Kotsovos, Casey W | Police Officer/TriMet | Deputy Sheriff/TriMet | 16/E++ | D5 | 3/24/2005 | One year from Transfer Date |
| Leahy, Patrick T | Police Officer | Deputy Sheriff | 16/E+ | D5 | 11/1/1999 | One year from Transfer Date |
| Storagee, Joseph L | Police Officer | Deputy Sheriff | 16/E+ | D5 | 8/5/1996 | One year from Transfer Date |
| Vining, Gregory W | Police Officer | Deputy Sheriff/Detective | 16/E+ | D5 | 9/5/1995 | One year from Transfer Date |
| Costello, Jeremy S | Police Officer | Deputy Sheriff | 16/E+ | D5 | 6/5/2006 | One year from Transfer Date |
| Diekmann, Chad A | Police Officer | Deputy Sheriff | 16/E+ | D5 | 10/13/2008 | One year from Transfer Date |
| Harris, Kyle | Police Officer/SRO | Deputy Sheriff/SRO | 16/E++ | D5 | 8/9/2010 | One year from Transfer Date |
| Jordan, Matthew P | Police Officer | Deputy Sheriff | 16/E+ | D5 | 3/31/2008 | One year from Transfer Date |
| Potter, Jeffery L | Police Officer | Deputy Sheriff | 16/E+ | D5 | 2/5/2007 | One year from Transfer Date |
| Stephens, Christopher | Police Officer/Gang | Deputy Sheriff/Gang | 16/E+ | D5 | 10/19/2009 | One year from Transfer Date |
| Taber, Daren D | Police Officer | Deputy Sheriff | 16/E+ | D5 | 3/10/2008 | One year from Transfer Date |
| Thompson, Nicholas D | Police Officer/SRO | Deputy Sheriff/SRO | 16/E+ | D5 | 6/5/2006 | One year from Transfer Date |
| Bohrer, Nicholas M | Police Officer | Deputy Sheriff | 16/D+ | D3 | 11/13/2012 | 5/13/2016 |
| Bearson, Jerad | Police Officer | Deputy Sheriff | 16/C+ | D2 | 8/12/2013 | 2/12/2016 |

Section 5: Accrued Leave of Transferred Employees.

A. Compensatory Time

1. Pursuant to ORS 236.610(3), City is responsible for liquidating any accrued compensatory time of City Officers being transferred to the County, by paying the City Officer for the accrued compensatory time at the City Officer's then-effective City rate of pay.

B. Sick Leave

1. Pursuant to ORS 236.610(4)(a)(A), City Officers transferred to the County may elect to retain any accrued sick leave. If the City Officer elects to liquidate any accrued sick leave, such leave shall be paid in cash to the City Officer at 50% of his/her then-effective City rate of pay. City Officers who wish to elect sick leave payout must submit a written request to the City Finance Director prior to the Transfer Date.

C. Vacation Leave

1. Pursuant to ORS 236.610(4)(a)(B), City Officers transferred to the County may elect to retain vacation leave as follows.

| <u>Years of City Service</u> | <u>Maximum Vacation Leave City Officer May Retain Upon Transfer to County</u> |
|------------------------------|---|
| Less than 5 years | 160 hours |
| More than 5 years | 240 hours |

Any vacation that a City Officer does not carry over to County Employment shall be paid by the City to the City Officer at the City Officer's then-effective City rate of pay.

D. Holidays

1. The City shall liquidate any accrued holiday leave of City Officers being transferred to the County, by paying the City Officer for the accrued holiday at the City Officer's then-effective City rate of pay.

E. Payment

1. The City will pay final wages to City Officers through the normal City pay cycle, which concludes immediately following the Transfer Date. Transferred City Officers will be paid using the City's standard direct deposit process and pay date for that period. Further, normal tax withholding and employee benefit deductions will be applied to the final wages. However, the standard supplemental pay tax withholding only will be applied to any paid leave payouts.
2. The City will pay compensatory time, holiday leave, vacation leave and sick leave consistent with this Agreement to City Officers during the second normal City pay cycle which concludes immediately following the Transfer Date. Transferred City Officers will be paid through the City's standard direct deposit process and pay date for that second pay period. Further, the standard supplemental pay tax withholding only will be applied to any paid leave payouts.

F. Other Leave

1. Pursuant to ORS 236.610(4)(c), after the transfer of City Officers to the County, the County shall grant any leave to City Officers according to the MCDSA Collective Bargaining Agreement. As stated above, the County shall accommodate a City Officer's preselected vacation times. However, no current County employee will be bumped from his/her preselected vacation time to accommodate a transferred City Officer.
 2. The parties agree that the County is a successor employer for the purpose of complying with other applicable leaves of absence and reinstatement obligations, including but not limited to the Oregon Family Leave Act (OFLA), the Family Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- G. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition of all forms of leave will be subject to the IGA and will not adversely affect City Officers.

Section 6: Health Insurance, Disability, Life Insurance, and Deferred Compensation Benefits

- A. To avoid any interruption or overlap in medical, dental, vision, disability, or life insurance benefits, the City will continue City Officers on the City's medical, dental, vision, disability, and life insurance plans through the end of the calendar month of their final date of employment with the City. Effective on the Transfer Date, City Officers will be eligible for medical, dental, vision, disability, and life insurance benefits under the MCDSA Collective Bargaining Agreement. No later than ten (10) calendar days prior to the Transfer Date, each City Officer shall elect plan coverage for medical/dental/vision benefits under Article 11 of the MCDSA Collective Bargaining Agreement. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition will be subject to the IGA and will not adversely affect the benefit eligibility of City Officers.
- B. Pursuant to ORS 236.610(5), in the event that any City Officer is subject to a waiting period for coverage of preexisting conditions under any County health insurance plan, County shall arrange for a waiver of such waiting period with its health insurer. The City shall reimburse County for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.
- C. Transferred City employees may participate in Multnomah County's deferred compensation program in accordance with applicable County policies and provisions of the MCDSA Collective Bargaining Agreement.

Section 7: PERS Liability.

In accordance with ORS 236.610(7), any PERS unfunded liability or surplus shall be paid or credited to or by the party that was the employer at the time the unfunded liability or surplus accrued.

Section 8: Waiver of County Education Requirement.

On a non-precedent setting basis, current City Officers who are transferred to the County are not required to have a college degree.

Section 9: Benefits under MCDSA Collective Bargaining Agreement and Effect of TPOA Collective Bargaining Agreement.

- A. Pursuant to ORS 236.620(1)(d), effective upon the Transfer Date to County, all City Officers shall become MCDSA members and shall enjoy the same privileges, wages, benefits, hours, and conditions of employment and be subject to the same regulations as other County employees and MCDSA bargaining unit members under the MCDSA Collective Bargaining Agreement.
- B. Upon transfer of City officers to County employment on the Transfer Date, all eligibility for wages, benefits and other conditions of employment under the TPOA Collective Bargaining Agreement shall cease.

Section 10: Transfer of Employment Records

- A. No later than Seven (7) calendar days prior to the Transfer Date, the City will provide copies of employment records for each City Officer pursuant to ORS 236.610(6). The TPOA specifically agrees that the transfer of employment records by the City to County, as successor employer, as set forth above, constitutes an exception to Article 23.2 of the City's Collective Bargaining Agreement with the TPOA. To the extent that any such transfer would violate Article 23.2, the TPOA expressly waives its right, as well as the right of City Officers, to grieve or otherwise claim that any transfer of documents and materials in accordance with Section 10 of this Agreement violates Article 23.2.
- B. The City, subsequent to the Transfer Date, shall retain any and all employment records for transferred employees only in accordance with the Secretary of State's General Records Retention. (Schedule for Cities, OAR 166-200-0200 through OAR 166.200-0405.) This Agreement does not limit the right of any party to subpoena records retained but the City, but not transferred to the County.
- C. City Officer employment records transferred to the County will thereafter be subject to County policies and practices, and all applicable terms of the MCDSA Collective Bargaining Agreement.

Section 11: Term & Dispute Resolution

- A. This Agreement is effective upon execution of the IGA between the City and the County, and will expire eighteen (18) months from the Transfer Date.
- B. Upon request, the City and the County agree to furnish all information to MCDSA that is necessary to confirm performance of the contractual obligations contained in this Agreement.
- C. Ninety (90) days after the Transfer Date, the County and MCDSA will engage in a benefit reconciliation audit for transferred City Officers, in which the County will provide the MCDSA with information identifying for each transferred City Officer his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- D. At least ninety (90) days prior to the date of expiration of this Agreement, the County and MCDSA will engage in a final benefit reconciliation audit for transferred City Officers, in which the County will provide the MCDSA with information identifying for each transferred City Officer his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- E. Any issue regarding the transfer of City Officers to the County that arises during the term of this Agreement shall be addressed as follows:
 - 1. Issues arising between the County and the MCDSA regarding the interpretation or application of this Appendix or the MCDSA Collective Bargaining Agreement, which cannot be resolved informally, shall be resolved in accordance with the grievance and arbitration procedures set forth in Article 20 – Settlement of Disputes of the MCDSA Collective Bargaining Agreement.
 - 2. Issues arising between the City and the MCDSA regarding the interpretation or application of this Appendix, which cannot be resolved informally, shall be resolved through an unfair labor practice complaint filed under ORS 243.672 (1) (g).

This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City Officers to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of all parties.

The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, is fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

TROUTDALE POLICE OFFICERS' ASSOCIATION:

By: G. W. Vining Date: 3-30-15
Greg Vining, Association President

MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION:

By: Mark Herron Date: 3/30/15
Mark Herron, Association President

CITY OF TROUTDALE:

By: Erich Mueller Date: 3/24/2015
Erich Mueller, City Personnel Officer

MULTNOMAH COUNTY:

By: Jeff Heinrich Date: 4/6/2015
Jeff Heinrich, Labor Relations Manager

AFSCME REPRESENTED EMPLOYEES TRANSFER AGREEMENT

APPENDIX F TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE

This Employee Transfer Agreement ("Agreement") is entered into by and between Multnomah County ("County"), the City of Troutdale ("City"), the Multnomah County Employees Union, Local 88, AFSCME AFL-CIO ("AFSCME Local 88") and the City of Troutdale Employees Union, Local 3132, Council 75 Association ("AFSCME Local 3132") and will become effective only in the event the Intergovernmental Agreement ("IGA") is approved and executed.

Section 1: Transfer of City Employees

- A. Pursuant to ORS 236.605-236.640, current City personnel employed in the job classification of Police Records Specialist (hereinafter, "City Employees") will be transferred to the County at 12:01 a.m. on the Effective Implementation Date as specified in the approved IGA ("Transfer Date").
- B. No later than seven (7) calendar days prior to the effective date of the transfer of City Employees to County employment, the City will provide copies of employment records for each City Employee pursuant to ORS 236.610(6). The parties agree and understand that employment records pertaining to City Employees' final month of City employment might not be transferred until completion of a 10-day reconciliation period following the Transfer Date.
- C. Pursuant to ORS 236.620(1)(a), if a City Employee was serving a probationary period with the City at the time of transfer, the past service of the City Employee on probation shall apply on the regular probation requirements of the County.
- D. Pursuant to ORS 236.640, any transferred City Employee who remains employed with the County in good standing to the termination of this Agreement shall be entitled to the position the City Employee held with the City prior to the transfer.

Section 2: Seniority

- A. Seniority of transferred City Employees will be in accordance with ORS 236.620(1)(c).
- B. City Employees shall retain the seniority they accrued while employed by City. Effective on the Transfer Date and pursuant to ORS 236.620(1), City Employees will be placed on the County's employee roster and the roster shall be consolidated into a single seniority list. Subject to other provisions of this Agreement, the crediting of seniority shall apply for all purposes, including relative seniority for layoffs and demotion, shift preferences, vacation accrual, premiums, and all other wage and hour benefits under the AFSCME, Local 88 Collective Bargaining Agreement and applicable Multnomah County policies.

- C. City Employees have the following seniority dates with the City and shall be credited with the following seniority dates with the County upon transfer:

| Name | Job Classification | Class Seniority | County Seniority |
|--------------------|---------------------------|-----------------|------------------|
| Terri McDonough | Police Records Specialist | 1/15/97 | 1/15/97 |
| Courtney Childress | " | 12/1/14 | 12/1/14 |

- D. The combined City/County seniority list is as follows:

| Name | Job Classification | Class Seniority | County Seniority |
|-----------------------|--------------------|-----------------|------------------|
| Powell, B | Records Technician | 07/01/90 | 11/26/84 |
| Cripe G (LE) | " " | 10/21/90 | |
| Rail, G | " " | 12/15/94 | |
| Johnson, L (LE) | " " | 12/09/96 | |
| McDonough, T | " " | 01/15/97 | |
| Goode, L (LE) | " " | 05/28/97 | 9/13/94 |
| Grob, D | " " | 07/28/97 | |
| Wong, C | " " | 11/07/97 | |
| Warren-Whitmore, D | " " | 02/09/98 | |
| Cockerham, S | " " | 03/23/98 | |
| Howe, E | " " | 05/11/98 | |
| Vaughan, D | " " | 10/09/98 | |
| Estes, R | " " | 11/16/98 | |
| Polelle, M | " " | 02/13/99 | |
| Schneider, M | " " | 03/15/99 | |
| Dennis, P | " " | 06/26/99 | |
| Ekter, (Lucas) K | " " | 04/28/00 | |
| Mclsaac, J (LE) | " " | 05/01/00 | |
| Ameigh, S | " " | 11/06/00 | |
| Sherman M | " " | 11/21/00 | |
| Pham, A | " " | 02/16/01 | |
| Waite, D | " " | 02/26/01 | |
| Lewis, T | " " | 03/01/01 | |
| Musura, M | " " | 11/19/01 | |
| Saxton (Gill), N (LE) | " " | 02/14/02 | |
| Shanahan, K (LE) | " " | 05/02/02 | |
| Gilbert, A (LE) | " " | 10/01/03 | 10/05/98 |
| Polelle, R | " " | 10/06/03 | |
| Bennett, T (LE) | " " | 03/04/04 | |
| Uyehara, E | " " | 05/24/04 | |
| Champie, L | " " | 07/26/04 | |
| Fenner, J | " " | 08/01/06 | 08/29/05 |
| McGee, S | " " | 04/10/08 | |
| Baxter, C (LE) | " " | 11/09/09 | |
| Henderson, T (LE) | " " | 04/15/10 | |

| | | | |
|--------------------|---|---|----------|
| Dornon, L (LE) | " | " | 06/07/11 |
| Riffle, L (LE) | " | " | 07/13/12 |
| Javor, A (LE) | " | " | 07/22/13 |
| Cooke, K | " | " | 09/17/13 |
| Yoswick, D | " | " | 02/13/14 |
| Courtney Childress | " | " | 12/01/14 |

- E. Pursuant to ORS 236.620(c), no County employee shall be laid off or demoted because of the transfer of City Employees to the County.
- F. The County shall accommodate a City Employee's preselected vacation times. However, no current County employees will be bumped from their preselected vacation time to accommodate a transferred City Employee.
- G. No current County employee will be bumped from his/her current shift assignment to accommodate a transferred City Employee. Subject to the limitations set forth in Section 3 below, transferred City Employees will be eligible for shift and work assignments which become available after the date of transfer as set forth in Article 22 Shift and Work Assignment, Section III of the Collective Bargaining Agreement between the County and AFSCME, Local 88.

Section 3: Assignment

- A. City Employees who are transferred to the County shall continue working in their pre-transfer assignments, work locations and shifts for a period of one year following the Transfer Date. Thereafter, shift and work assignments, including location of work assignments shall be made in accordance with the provisions of Article 22 of the AFSCME, Local 88 Collective Bargaining Agreement.

Section 4: Wages.

- A. City Employees holding the position of Police Records Specialist shall be placed in the job classification of Records Technician with County at the wage step set forth below.
- B. City Employees shall be eligible to move to higher steps on the County's Wage Schedule based on their date of transfer to the County.

| Name | Current City Job Classification | Transferred County Job Classification | City 7-1-14 Wage/Step | Transferred County Wage/Step | Anniversary Date | Date Eligible for Step Increase |
|--------------------|---------------------------------|---------------------------------------|-----------------------|------------------------------|------------------|---------------------------------|
| Terri McDonough | Police Records Specialist | MCSO Records Technician Class #6150 | 10-E | Step 8 | 1/15/97 | 1 year from transfer date |
| Courtney Childress | Police Records Specialist | MCSO Records Technician Class #6150 | 10-B | Step 2 | 12/1/14 | 1 year from transfer date |

Section 5: Accrued Leave of Transferred Employees.

A. Compensatory Time

1. Pursuant to ORS 236.610(3), City is responsible for liquidating any accrued compensatory time of City Employees being transferred to the County, by paying the City Employee for the accrued compensatory time at the City Employee's then-effective rate of pay.

B. Sick Leave

1. Pursuant to ORS 236.610(4)(a)(A), City Employees transferred to the County may elect to retain any accrued sick leave. If the City Employee elects to liquidate any accrued sick leave, such leave shall be paid in cash to the City Employee at 50% of his/her then-effective rate of pay. City Employees who wish to elect sick leave payout must submit a written request to the Finance Director prior to the effective date of the transfer.

C. Vacation Leave

1. City Employees transferred to the County may elect to retain vacation leave as follows:

| <u>Years of City Service</u> | <u>Maximum Vacation Leave City Employee May Retain Upon Transfer to County</u> |
|------------------------------|--|
| Less than 5 years | 160 hours |
| More than 5 years | 240 hours |

Any vacation that a City Employee does not carry over to County Employment shall be paid by the City to the City Officer at the City Officer's then-effective City rate of pay.

D. Holidays

1. The City shall liquidate any unused accrued personal holiday leave of City Employees being transferred to the County, by paying the City Employee for the accrued personal holiday time at the City Employee's then-effective rate of pay.

E. Payment

1. Final wages will be paid to City Employees through the normal City pay cycle, which concludes immediately following the effective Transfer Date. Transferred City Employees will be paid through the City's standard direct deposit process and pay date for that period. Further, normal tax withholding and employee benefit deductions will be applied to the final wages.
2. Compensatory time, personal holiday leave, vacation leave on excess of 80 hours and sick leave payout will be paid to City Employees through the second normal City pay cycle which

concludes immediately following the effective date of the transfer.— Transferred City Employees will be paid through the City’s standard direct deposit process and pay date for that second pay period. Further the standard supplemental pay tax withholding only will be applied to any paid leave payouts.

F. Other Leaves

1. Pursuant to ORS 236.610(4)(c), after the transfer of City Employees to the County, the County shall grant any leaves to City Employees according to the AFSCME, Local 88 Collective Bargaining Agreement.
2. The parties agree that the County is a successor employer for the purpose of complying with other applicable leaves of absence and reinstatement obligations, including but not limited to: the Oregon Family Leave Act (OFLA), the Family Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

- G. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition of all forms of leave will be subject to the IGA and will not adversely affect City Employees.

Section 6: Health Insurance, Disability, and Life Insurance Benefits

- A. To avoid any interruption or overlap in medical, dental, vision, disability, or life insurance benefits, the City will continue City Employees on the City’s medical, dental, vision, disability, and life insurance plans through the end of the calendar month of their final date of employment with the City. Effective the first day of calendar month following the Transfer Date, or on the Transfer Date if the Transfer Date is the first of the calendar month, City Employees will be eligible for medical, dental, vision, disability, and life insurance benefits under the AFSCME, Local 88 Collective Bargaining Agreement. No later than ten (10) calendar days following the Transfer Date, each City Employee shall elect plan coverage for medical/dental/vision benefits under Article 11 of the MCDSA Collective Bargaining Agreement. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition will be subject to the IGA and will not adversely affect the benefit eligibility of City Employees.
- B. Pursuant to ORS 236.610(5), in the event that any City Employee is subject to a waiting period for coverage of preexisting conditions under any County health insurance plan, County shall arrange for a waiver of such waiting period with its health insurer. The City shall reimburse County for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.

Section 7: PERS Liability.

- A. In accordance with ORS 236.610(7), any PERS unfunded liability or surplus shall be paid or credited to or by the party that was the employer at the time the unfunded liability or surplus accrued.

Section 8: Benefits under AFSCME, Local 88 Collective Bargaining Agreement and Effect of AFSCME, Local 3132 Collective Bargaining Agreement.

- A. Pursuant to ORS 236.620(1)(d), effective upon the Transfer Date all City Employees shall become AFSCME, Local 88 members and shall enjoy the same privileges, wages, benefits, hours, and conditions of employment and be subject to the same regulations as other County employees and AFSCME, Local 88 bargaining unit members under the AFSCME, Local 88 Collective Bargaining Agreement.
- B. Upon transfer of City Employees to County employment on the Transfer Date, all eligibility for wages, benefits and other conditions of employment under the AFSCME, Local 88 Collective Bargaining Agreement shall cease.

Section 9: Transfer of Transfer of Employment Records

- A. No later than Seven (7) calendar days prior to the Transfer Date, the City will provide copies of employment records for each City Employee pursuant to ORS 236.610(6). AFSCME, Locals 88 and 3132 specifically agree that the transfer of employment records by the City to County, as successor employer, as set forth above, constitutes an exception to Article 25 of the City's Collective Bargaining Agreement with AFSCME. To the extent that any such transfer would violate Article 25, the AFSCME, Local 3132 expressly waives its right, as well as the right of City Employees, to grieve or otherwise claim that any transfer of documents and materials in accordance with Section 9 of this Agreement violates Article 25.
- B. The City, subsequent to the Transfer Date, shall retain any and all employment records for transferred employees only in accordance with the Secretary of State's General Records Retention. (Schedule for Cities OAR 166-20-0200 through OAR 166-200-0405) This Agreement does not limit the right of any party to subpoena records retained but the City, but not transferred to the County.
- C. City Employee employment records transferred to the County will thereafter be subject to County policies and practices, and all applicable terms of the AFSCME, Local 88 Collective Bargaining Agreement.

Section 10: Term and Dispute Resolution

- A. This Agreement is effective upon execution of the IGA between the City and the County, and will expire eighteen (18) months from the Transfer Date.

- B. Upon request, the City and the County agree to furnish all information to AFSCME that is necessary to confirm performance of the contractual obligations contained in this Agreement.
- C. Ninety (90) days after the Transfer Date, the County and AFSCME will engage in a benefit reconciliation audit for transferred City Officers, in which the County will provide AFSCME with information identifying for each transferred City employee his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- D. At least ninety (90) days prior to the date of expiration of this Agreement, the County and AFSCME will engage in a final benefit reconciliation audit for transferred City Officers, in which the County will provide the AFSCME with information identifying for each transferred City Employee his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- E. Any issue regarding the transfer of City Employees to the County that arises during the term of this Agreement shall be addressed as follows:
 - 1. Issues arising between the County and the AFSCME regarding the interpretation or application of this Appendix or the AFSCME Collective Bargaining Agreement, which cannot be resolved informally, shall be resolved in accordance with the grievance and arbitration procedures set forth in Article 18 – Settlement of Disputes of the AFSCME Collective Bargaining Agreement.
 - 2. Issues arising between the City and the AFSCME regarding the interpretation or application of this Appendix, which cannot be resolved informally, shall be resolved through an unfair labor practice complaint filed under ORS 243.672 (1) (g).

This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City Employees to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of all parties.

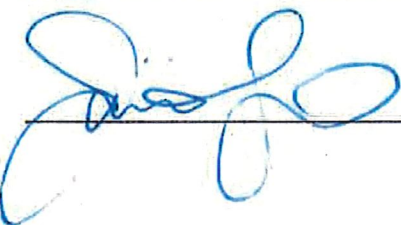
The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, are hereby fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

CITY OF TROUTDALE EMPLOYEES' UNION, LOCAL 3132, AFSCME AFL-CIO:

By: 

Date: 4/21/15

MULTNOMAH COUNTY EMPLOYEES UNION, LOCAL 88, AFSCME AFL-CIO:

By: 

Date: 4/21/15

MULTNOMAH COUNTY:

By: 

Date: 4/16/15

CITY OF TROUTDALE:

By: 

Date: 4/17/2015

**APPENDIX G TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE**

This Employee Transfer Agreement ("Agreement") is entered into by and between Multnomah County ("County"), and the City of Troutdale ("City"), and will become effective only in the event the Intergovernmental Agreement ("IGA") is approved and executed.

Section 1: Transfer of City Employees

- A. Pursuant to ORS 236.605-236.640, current City personnel employed in the job classification of Chief of Police, Police Lieutenant and Police Administrative Specialist (hereinafter, "City Employees") will be transferred to the County at 12:01 a.m. on the Effective Implementation Date as specified in the approved IGA ("Transfer Date").
- B. No later than seven (7) calendar days prior to the effective date of the transfer of City Employees to County employment, the City will provide copies of employment records for each City Employee pursuant to ORS 236.610(6). The parties agree and understand that employment records pertaining to City Employees' final month of City employment might not be transferred until completion of a 10-day reconciliation period following the Transfer Date.
- C. Pursuant to ORS 236.620(1)(a), if a City Employee was serving a probationary period with the City at the time of transfer, the past service of the City Employee on probation shall apply on the regular probation requirements of the County.
- D. Pursuant to ORS 236.640, any transferred City Employee who remains employed with the County in good standing to the termination of this Agreement shall be entitled to the position the City Employee held with the City prior to the transfer.

Section 2: Seniority

- A. Seniority of transferred City Employees will be in accordance with ORS 236.620(1)(c).
- B. City Employees have the following seniority dates with the City and shall be credited with the following seniority dates with the County upon transfer:

| <u>Name</u> | <u>Job Classification</u> | <u>County Seniority</u> |
|-----------------------|----------------------------------|-------------------------|
| Scott Anderson | Police Chief | 12/15/2008 |
| Joel Wendland | Police Lieutenant | 09/02/1997 |
| Teresa Donovan-Troudt | Police Administrative Specialist | 05/02/2012 |

Pursuant to ORS 236.620(c), no County employee shall be laid off or demoted because of the transfer of City Employees to the County.

Section 3: Assignment

- A. The Police Administrative Specialist transferred to the County shall continue working in their pre-transfer assignment, work location and shift for a period of six (6) months following the Transfer Date. Thereafter, shift and work assignments, including location of work assignments shall be made in accordance with applicable Multnomah County policies.

Section 4: Wages.

- A. City Employees shall be placed in the job classifications with County at the wage step set forth below.
- B. Subsequent wage adjustments may be made in accordance with applicable Multnomah County policies.

| Name | Current City Job Classification | Transferred County Job Classification | City Wage/Step | Transferred County Wage/Step | Anniversary Date |
|-----------------------|----------------------------------|---------------------------------------|--------------------|------------------------------|------------------|
| Scott Anderson | Police Chief | MCSO Commander | \$102,636 27-E | \$133,276 | 12/15/2008 |
| Joel Wendland | Police Lieutenant | MCSO Captain, #9627 | \$94,920 25-E | \$122,213 | 09/02/1997 |
| Teresa Donovan-Troudt | Police Administrative Specialist | Administrative Specialist, #9634 | \$23.28/hr 12-E | \$24.44/hr | 05/02/2012 |

Section 5: Accrued Leave of Transferred Employees.

A. Compensatory Time

1. Pursuant to ORS 236.610(3), City is responsible for liquidating any accrued compensatory time of City Employees being transferred to the County, by paying the City Employee for the accrued compensatory time at the City Employee's then-effective rate of pay.

B. Sick Leave

1. Pursuant to ORS 236.610(4)(a)(A), City Employees transferred to the County may elect to retain any accrued sick leave. If the City Employee elects to liquidate any accrued sick leave, such leave shall be paid in cash to the City Employee at 50% of

his/her then-effective rate of pay. City Employees who wish to elect sick leave payout must submit a written request to the Finance Director prior to the effective date of the transfer.

C. Vacation Leave

1. City Employees transferred to the County may elect to retain vacation leave as follows:

| <u>Years of City Service</u> | <u>Maximum Vacation Leave City Employee May Retain Upon Transfer to County</u> |
|------------------------------|--|
| Less than 5 years | 160 hours |
| More than 5 years | 240 hours |

Any vacation that a City Employee does not carry over to County Employment shall be paid by the City to the City Employee at the City Employee's then-effective City rate of pay.

D. Holidays

1. The City shall liquidate any unused accrued personal holiday leave of City Employees being transferred to the County, by paying the City Employee for the accrued personal holiday time at the City Employee's then-effective rate of pay.

E. Payment

1. Final wages will be paid to City Employees through the normal City pay cycle, which concludes immediately following the effective Transfer Date. Transferred City Employees will be paid through the City's standard direct deposit process and pay date for that period. Further, normal tax withholding and employee benefit deductions will be applied to the final wages.
2. Compensatory time, personal holiday leave, vacation leave on excess of 80 hours and sick leave payout will be paid to City Employees through the second normal City pay cycle which concludes immediately following the effective date of the transfer. Transferred City Employees will be paid through the City's standard direct deposit process and pay date for that second pay period. Further the standard supplemental pay tax withholding only will be applied to any paid leave payouts.

F. Other Leaves

1. Pursuant to ORS 236.610(4)(c), after the transfer of City Employees to the County, the County shall grant any leaves to City Employees according to applicable Multnomah County policies.
 2. The parties agree that the County is a successor employer for the purpose of complying with other applicable leaves of absence and reinstatement obligations, including but not limited to: the Oregon Family Leave Act (OFLA), the Family Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- G. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition of all forms of leave will be subject to the IGA.

Section 6: Health Insurance, Disability, and Life Insurance Benefits

- A. To avoid any interruption or overlap in medical, dental, vision, disability, or life insurance benefits, the City will continue City Employees on the City's medical, dental, vision, disability, and life insurance plans through the end of the calendar month of their final date of employment with the City. Effective on the Transfer Date City Employees will be eligible for medical, dental, vision, disability, and life insurance benefits under the applicable Multnomah County policies. No later than ten (10) calendar days prior to Transfer Date, each City Employee shall elect plan coverage for medical/dental/vision benefits under the applicable Multnomah County policies. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition will be subject to the IGA and will not adversely affect the benefit eligibility of City Employees.
- B. Pursuant to ORS 236.610(5), in the event that any City Employee is subject to a waiting period for coverage of preexisting conditions under any County health insurance plan, County shall arrange for a waiver of such waiting period with its health insurer. The City shall reimburse County for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.

Section 7: PERS Liability.

- A. In accordance with ORS 236.610(7), any PERS unfunded liability or surplus shall be paid or credited to or by the party that was the employer at the time the unfunded liability or surplus accrued.

Section 8: Benefits.

- A. Pursuant to ORS 236.620(1)(d), effective upon the Transfer Date all City Employees shall become County employees and shall enjoy the same privileges, wages, benefits, hours, and conditions of employment and be subject to the same regulations as other County employees.
- B. Upon transfer of City Employees to County employment on the Transfer Date, all eligibility for wages, benefits and other conditions of employment under the City of Troutdale shall cease.

Section 9: Transfer of Transfer of Employment Records:

- A. No later than Seven (7) calendar days prior to the Transfer Date, the City will provide copies of employment records for each City Employee pursuant to ORS 236.610(6).
- B. The City, subsequent to the Transfer Date, shall retain any and all employment records for transferred employees only in accordance with the Secretary of State's General Records Retention. (Schedule for Cities OAR 166-20-0200 through OAR 166-200-0405) This Agreement does not limit the right of any party to subpoena records retained but the City, but not transferred to the County.
- C. City Employee employment records transferred to the County will thereafter be subject to County policies and practices.

Section 10: Term of Agreement

This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City Employees to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of either party.

The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, are hereby fulfilled by the terms of this Agreement.

RESOLUTION NO. 2278

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR LAW ENFORCEMENT SERVICES PROVIDED THROUGH THE MULTNOMAH COUNTY SHERIFF'S OFFICE.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. On May 13, 2014 the City Council unanimously adopted Resolution No. 2247 Approving the Proposed Concept for Contracted Law Enforcement Services from the Multnomah County Sheriff (MCSO), and Authorized Negotiation of an Intergovernmental Agreement (IGA).
2. There exists a long and successful history of cities, both nationwide and in Oregon, of contracting with their County Sheriff to provide law enforcement services.
3. That through the IGA the MCSO shall provide contracted law enforcement services to the City at the same or enhanced service levels, and at a substantially lower cost to the taxpayers, while maintaining City identity and significant local control.
4. That the IGA for contracted law enforcement services is in the best interest of the City, and will provide significant cost savings for the City.
5. That the IGA for contracted law enforcement services will offer expanded and enhanced career opportunities for current City Police Officers and civilian staff.
6. That the IGA is a mutually beneficial contract arrangement reached through the cooperation and agreement of the City Council, labor unions, County Commission and MCSO, and that each party has expressed support for the law enforcement services IGA.
7. That an IGA pursuant to the authority found in ORS 190.010, et seq and ORS 206.345 addressing all the parties needs and obligations, and transition issues, has been successfully negotiated.
8. The Parties recognize the economies of scale and efficiency from an integrated law enforcement operation delivered through the MCSO, and that time is of the essence for both the MCSO budget efficiency benefits to be realized, and for the substantial cost savings for the City to begin.
9. The law enforcement services IGA supports the City Council goals to improve and support livability in Troutdale, to promote fiscal solvency and improve fiscal prioritization and budget accountability, and to improve employee morale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

Section 1. That the City enter into, and authorize the Mayor to sign, the IGA with Multnomah County, for Law Enforcement Services Provided through the Multnomah County Sheriff's Office.

Section 2. Designates the City Manager, Craig Ward, or Finance Director, Erich Mueller (each a "City Official"), or a designee of the City Official, to act on behalf of the City, and without further action by the City Council the City Official is hereby authorized, empowered and directed to sign the IGA on behalf of the City, and any and all other required and necessary documents to implement the intent of the agreement.

Section 3. The City Official is hereby authorized to execute, acknowledge and deliver the IGA in substantial conformity with Exhibit A of the Staff Report, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms and intent of the resolution, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 4. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official is authorized to determine, execute, acknowledge and deliver any subsequent addendums, appendices, vehicle titles, extensions, revisions, modifications, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

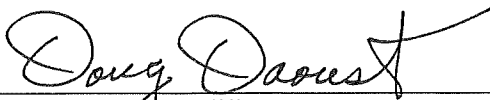
Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 6. This Resolution shall be effective upon adoption.

YEAS: 4


NAYS: 3 White, Allen, Ripma

ABSTAINED: 0



Doug Daoust, Mayor
3/27/15

Date



Sarah Skroch, Deputy City Recorder
Adopted: March 24, 2015

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2015-033

Approval of the Intergovernmental Agreement between Multnomah County Oregon and City of Troutdale Oregon for Contract Law Enforcement Services.

The Multnomah County Board of Commissioners Finds:

- a. The City of Troutdale possesses the power, legal authority and responsibility to provide for police services within its boundaries; and
- b. Multnomah County, through the Multnomah County Sheriff's Office, provides police services throughout the unincorporated areas of Multnomah County and contracted cities; and
- c. Multnomah County has adopted contracts to provide law enforcement services to cities, and has the legal authority to provide police services within the geographical area of the City; and
- d. The provision of police services through the Multnomah County Sheriff's Office to the City of Troutdale would result in greater access to high level law enforcement services for the citizens of Troutdale and east County;
- e. Consolidation of police services through the statutory assumption of the City of Troutdale's police personnel would result in greater governmental efficiency; and
- f. The transfer of employees pursuant to ORS §§ 236.605-640 from the City of Troutdale Police Department to the Multnomah County Sheriff's Office would benefit the transferred employees by affording greater career opportunities and mobility, as well fill existing vacancies in the Multnomah Sheriff's Office with highly trained, and experienced law enforcement personnel.

The Multnomah County Board of Commissioners Resolves:

1. The attached Intergovernmental Agreement made and entered into by the City of Troutdale is approved and the County Chair is authorized and directed to sign the attached agreement.

ADOPTED this 23rd day of April, 2015.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury, Chair

REVIEWED:

JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By
Carlos J. Calandriello, Senior County Attorney

SUBMITTED BY: Daniel Staton, Multnomah County Sheriff.



Oregon

Kate Brown, Governor

Res# 2501
20-16-13-02

Department of Transportation
Maintenance & Operations Branch
455 Airport Rd. SE, Bldg K
Salem, OR 97301
Phone: (503) 986-7915
Fax: (503) 986-3055

December 30, 2022

Steve Gaschler
Multnomah County
342 SW 4th Street
Troutdale, OR 97060

Dear Public Works Director:

Your jurisdiction's participation in the Oregon Public Works Emergency Response Cooperative Assistance Agreement is up for renewal. The agreement is valid for five years from the date you sign it. Your agency's commitment to the agreement has either expired or will expire shortly.

This mutual aid agreement:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response for requests and offers of mutual aid.
- Sets up the documentation needed to seek maximum reimbursement possible.

Public works agencies in Oregon may sign the agreement or cancel their participation as they wish. The Oregon Department of Transportation (ODOT) maintains the list of all parties to the agreement. Any agency may cancel its participation by giving written notice and submitting it to the addresses listed below.

To renew or cancel your agency's participation in the agreement, email the completed signature page to:

Emergency.Operations@odot.state.or.us

If you would prefer to mail the signature page, please send it to:

ODOT Maintenance and Operations Branch
Emergency Operations, PWA
455 Airport Road, SE Bldg. K
Salem, OR 97301

If you have any questions about the agreement, please call Jessica Gourley, ODOT Statewide Emergency Operations Coordinator, at (503) 569-2906.

Sincerely,

Galen McGill
State Maintenance and Operations Engineer

Oregon Public Works Emergency Response
Cooperative Assistance Agreement
**OREGON PUBLIC WORKS EMERGENCY RESPONSE
COOPERATIVE ASSISTANCE AGREEMENT**

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

WITNESSETH:

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

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

WHEREAS, in the event of a major emergency or disaster as defined in ORS 401.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support;

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

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

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

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

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

NOW THEREFORE, the parties agree as follows:

1. **Request** - If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.
2. **Response** - Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:
 - A. Determine whether it has the personnel, equipment, or material available to respond to the request.
 - B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.

Oregon Public Works Emergency Response
Cooperative Assistance Agreement

- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

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

- 3. **Incident Commander** - The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.
- 4. **Documentation** - Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.
- 5. **Release of Personnel and Equipment** - All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.
- 6. **Compensation** - It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:
 - A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
 - B. Compensation for equipment at Responder's established rental rate.
 - C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
 - D. Without prejudice to a Responder's right to indemnification under Section 7 herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

Oregon Public Works Emergency Response
Cooperative Assistance Agreement

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

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

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

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

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

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

10. **The Agreement** -

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. Above, to all others who have entered this Agreement.
- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the Agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically

Oregon Public Works Emergency Response
Cooperative Assistance Agreement

terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.

- 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.
11. **Non-exclusive** - This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.
12. **Parties to This Agreement** - Participants in this Agreement are indicated on the following pages, one party per page.

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

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



12/30/2022

Galen McGill
Statewide Maintenance and Operations Engineer

Date

Oregon Public Works Emergency Response
Cooperative Assistance Agreement

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax Number:

E-mail address (if available):

Oregon Public Works Emergency Response
Cooperative Assistance Agreement

City of Troutdale

Agency

Multnomah

County, Oregon


Authorized Representative Ray Young, City Manager

1-13-23
Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Public Works Dept.

Department Director

503-674-3300

Emergency 24 Hour Phone Number:

Fax Number:

503-251-4163

503-492-3502

E-mail address (if available):

pwstreets@troutdaleoregon.gov & publicworksmanagement@troutdaleoregon.gov



AMENDED AND RESTATED

INTERGOVERNMENTAL AGREEMENT OF

REGIONAL WATER PROVIDERS CONSORTIUM

(2023)

TABLE OF CONTENTS

| | |
|--|---------------------------|
| Recitals | <u>1</u> |
| Section 1. Definitions | <u>2</u> |
| Section 2. Purposes | <u>3</u> |
| Section 3. Strategic Plan | <u>3</u> |
| Section 4. Cooperation and Participants' Retained Powers | <u>3</u> |
| Section 5. Consortium Authority | <u>4</u> |
| Section 6. Participants | <u>5</u> |
| Section 7. Dues | <u>6</u> |
| Section 8. Work Plan and Budgeting | <u>7</u> |
| Section 9. Consortium Board | <u>8</u> |
| Section 10. Executive Committee | <u>8</u> |
| Section 11. Consortium Technical Committee | <u>9</u> |
| Section 12. Dispute Resolution | <u>9</u> |
| Section 13. Duration and Dissolution | <u>10</u> |
| Section 14. Legal Liability | <u>10</u> |
| Section 15. Oregon Law and Forum | <u>10</u> |
| Section 16. Public Notification | <u>10</u> |
| Section 17. Agreement Amendment | <u>10</u> |
| Section 18. Indemnification | <u>11</u> |
| Section 19. Severability | <u>11</u> |
| Section 20. No Third-party Beneficiaries | <u>11</u> |
| Section 21. Merger Clause | <u>11</u> |
| Section 22. Counterparts | <u>11</u> |

REGIONAL WATER PROVIDERS CONSORTIUM

This Amended and Restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023) is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to participate in the Regional Water Providers Consortium for the Portland Metropolitan Region ("the Consortium").

RECITALS

WHEREAS, in 1989 water providers of the Portland metropolitan area began meeting in an informal group called the "Regional Providers Advisory Group" to coordinate water supply planning efforts; and

WHEREAS, in 1996 a Regional Water Supply Plan was completed; and

WHEREAS, the Regional Water Supply Plan, which contains specific recommendations for cooperation and coordination between the water providers in this region through the formation of the Regional Water Providers Consortium, was adopted by signatory water providers in their *Inter-Governmental Agreement of Regional Water Providers Consortium*; and

WHEREAS, as the regional land use agency under state law and regional charter, the Metropolitan Service District ("Metro") adopted the Regional Water Supply Plan as part of the Metro Regional Framework Plan; and

WHEREAS, in 1997 the Consortium was formed when 15 Participants entered into an intergovernmental agreement to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation, and amended that intergovernmental agreement in 2004-05 (*2004-05 IGA*); and

WHEREAS, the Participants desire to amend and restate the 2004-05 IGA to make certain updates to the Participants and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and

WHEREAS, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

WHEREAS, all the Participants of this Agreement are thus authorized to enter into an intergovernmental agreement;

NOW, THEREFORE, the Participants agree as follows:

Section 1. Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

"Agreement" – Shall mean this document and any authorized amendments thereto.

"Associate Member" – Shall mean a Participant that does not have an appointed representative to the Board and that pays reduced dues as determined by the Board.

"Board" – Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one member from the governing body of each Full Member Participant.

"Bylaws" – Shall mean the regulations of the Consortium adopted by the Board pursuant to Section 9.B. of this Agreement.

"Consortium" – Shall collectively mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Funds" – Shall mean Consortium funds consisting of all dues, voluntary contributions, grant monies, and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Executive Committee" – Shall mean the committee established by Section 10 of this Agreement.

"Full Member" – Shall mean a Participant that has an appointed representative to the Board and Technical Committee and that pays full dues as outlined in Section 7.

"Participant" – Shall mean any signatory to the Agreement.

"Plan" – Shall mean the 1996 "Regional Water Supply Plan" for the Portland Metropolitan Area, and all subsequent amendments thereto.

"Region" – Shall mean the area within which Participants provide services to Retail Customer Accounts.

"Retail Customer Accounts" – Shall mean all retail accounts that are billed by a Participant (including residential single family, residential multifamily, commercial, industrial, and wholesale accounts).

"Technical Committee" – Shall mean the committee established by Section 11 of this Agreement.

"Total average daily water use" – Shall mean all billed water usage for Retail Customer Accounts.

Section 2. Purposes

The general purposes of the Consortium are as follows:

- A. To provide leadership in the planning, management, stewardship, and resiliency of drinking water in the Region;
- B. To foster coordination in the Region by sharing knowledge, technical expertise, and resources between Participants;
- C. To serve as the central custodian for Consortium documents, data, and studies;
- D. To review and recommend revisions to the Plan, as appropriate;
- E. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants;
- F. To promote fiscal responsibility by pooling resources to achieve economies of scale;
- G. To allow for public participation in Consortium activities;
- H. To promote stewardship, emergency preparedness, and water conservation in the Region through outreach and education;
- I. To strengthen emergency preparedness and resiliency among water providers in the Region;
- J. To ensure safe and reliable drinking water is accessible to all.

Section 3. Strategic Plan

- A. The Consortium will maintain a strategic plan to guide its work, establish priorities, and set goals for the strategic planning timeline.
- B. The strategic plan will be updated at an interval set by the Board.

Section 4. Cooperation and Participants' Retained Powers

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

Section 5. Consortium Authority

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

- A. Adopt or revise Bylaws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium boards and committees, notice procedures, procedures for execution of binding legal documents, budgeting, and financial operations.
- B. Adopt or revise, and implement an annual work plan and budget and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- C. Update and adopt its strategic plan as set forth in Section 3.
- D. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as established in Section 7;
- E. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with Consortium purposes;
- F. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- G. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds, which may include utilizing the accounts and processes of Participants for such purposes under appropriate agreements;
- H. Execute public procurement contracts and enter into arrangements whereby Participants may enter into a public procurement contract on behalf of the Consortium;
- I. Execute intergovernmental agreements;
- J. Establish procedures or recommendations for the hiring, dismissal, and review of Managing Director, and to delegate such activities to a Participant;
- K. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;
- L. Establish procedures and criteria whereby other governmental entities may become a Participant in this Agreement;

- M. Establish a process to coordinate Participant response to water policy issues of mutual interest or concern;
- N. Establish procedures to solicit the views of the public on water supply and water resource issues within the purview of the Consortium;
- O. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- P. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- Q. Take other action within the powers specifically granted to the Consortium herein by the Participants to exercise the authority granted in this Section 5 and to carry out the purposes stated in Section 2.

Section 6. Participants

- A. Participant Memberships: A Participant may join as a Full Members or Associate Member in accordance with the definitions set forth in Section 1 and as further provided in the Bylaws.
- B. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7.F.
- C. Additional Participants: The Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in the Bylaws or may allow Participants to join on a case-by-case basis. Provided, however, that in all cases, no new Participant may join the Consortium without the affirmative vote of a majority of the Board.
- D. Withdrawal: Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. Unless otherwise approved by the Board, a withdrawing Participant shall have no ownership or interest in a Consortium asset after the date of withdrawal. Any Participant intending to withdraw from the Consortium shall make its best efforts to advise the Board Chair of that fact prior to February 1 and the approval of the Consortium budget for next fiscal year. Participants acknowledge that failure to notify the Consortium in accordance with these procedures may cause financial harm to the Consortium.

Section 7. Dues

- A. Each Participant shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
- B. The dues of each Participant shall be determined annually as follows:
 - 1. Total annual dues for all Participants shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C.
 - 2. Any grants or non-dues monies obtained by the Consortium may be applied towards the annual budget, thereby reducing the annual dues assessments commensurately.
 - 3. The Board shall establish the dues obligation of Associate Members at the time it approves an entity's membership and which amount is subject to any changes set forth in the Bylaws.
 - 4. The total annual dues of an Associate Member shall be subtracted from the total annual dues-based budget, described in subsection 7.B.1. leaving a budget number to be funded by Full Member dues. Dues shall be set so that the dues of each Full Member reflect its proportional share of that sum based on the following formula:
 - (a) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of the total number of all Participants' Retail Customer Accounts for the prior year;
 - (b) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of total average daily retail water use (in million gallons per day) in the prior year of all Participants.
- C. Minimum dues may be set by the Board to cover costs of adding a new Participant as outlined in the Bylaws.
- D. In-kind contributions may be made in lieu of dues if approved by the Board. In-kind contributions must be tracked and quantified.
- E. A Participant that fails to pay its assigned dues by September 1, or a time otherwise established by the Board pursuant to Section 7.A., may be removed by the Board as a Participant after two reminders are sent.

- F. Upon a majority vote of the Board, a removed Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its full dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining Participant, the Board shall add the dues payment to the existing budget for expenditure or carry over to the following year's budget.
- G. If a new Participant joins the Consortium during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:
 - 1. If a new Participant is a Full Member, its dues requirement will be calculated pursuant to Section 7.B.4.
 - 2. If a new Participant is an Associate Member, its dues will be determined as provided in Section 7.B.3.
 - 3. The initial year dues for a new Participant joining partway through a fiscal year will be pro-rated to reflect partial year membership if more than halfway through the fiscal year.
 - 4. New Participants joining at any time after September 1 shall pay their initial year's dues within 90 days of signing this Agreement.

Section 8. Work Plan and Budgeting

- A. Each year, at the first Board meeting of the calendar year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's annual work plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7 and a table apportioning the dues to each Participant.
- C. The budget may include special projects that will be funded by fewer than all of the Participants on a voluntary basis as outlined in Section 5.E.
- D. The Board may amend the budget and the work plan at any time as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditures.
- E. Participants shall provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning in a timely manner.

Section 9. Consortium Board

- A. The Board shall be made up of one member from the governing body of each Full Member. Each Participant shall also name an alternate Board representative from its governing body to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. Annually, the Board shall elect a Board Chair and a Vice Chair and appoint the Executive Committee members in accordance with the provisions in the Consortium Bylaws.
- C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) approve the Consortium's strategic plan; (3) set Consortium policy; (4) approve new Participants; (5) initiate updates to the Plan as needed; (6) approve minor amendments to the Plan; (7) recommend to Participants' governing bodies major amendments to the Plan; (8) recommend to Participants' governing bodies amendments to this Agreement; (9) adopt and update the Bylaws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- D. The Board shall have the authority to designate which amendments to the Plan are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- E. The Board may assign such duties or delegate such Board authority as the Board deems advisable to any Participant, Board committee, the Executive Committee, or to the Technical Committee, except that the Board may not delegate the authority (1) to execute intergovernmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.
- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

Section 10. Executive Committee

- A. The Consortium shall have an Executive Committee, which shall be appointed by the Board and consist of seven Board members, one of which shall be the Board Chair. The Board shall endeavor to appoint Executive Committee members in a manner that achieves geographic representation and representation from municipalities, special districts, and other types of entities that form the Consortium.

- B. The Board Chair shall be the Chair of the Executive Committee.
- C. The Executive Committee shall serve to assist the Board in more timely and meaningful policy action as outlined in the Bylaws.
- D. The Executive Committee shall at no time act on behalf of the Board unless specifically authorized by the Board to do so as provided in Section 9.E.
- E. Except for the Board Chair, the term for each Executive Committee member shall be two years, and individuals may serve consecutive terms if re-appointed.
- F. To be effective, Executive Committee actions must be approved by a vote of a majority of the Executive Committee at a meeting at which a simple majority of the Executive Committee is present.

Section 11. Technical Committee

- A. The Consortium shall have a Technical Committee, which shall be made up of one staff representative appointed by each Full Member. Each Full Member shall also appoint an alternate Technical Committee representative to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. On an annual basis, the Technical Committee shall elect a Chair and Vice Chair.
- C. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.E.
- D. The Technical Committee under the provisions of any agreement or contract to provide staff shall advise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.
- E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Technical Committee at a meeting at which a simple majority of the Technical Committee is present.

Section 12. Dispute Resolution

It is the intention of the Participants to limit the issues available for dispute resolution. The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual Participants may be raised.

Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through the Bylaws.

Section 13. Duration and Dissolution

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in Section 6.D. of this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board; (4) remaining funds shall be distributed in accordance with the Bylaws.

Section 14. Legal Liability

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board. The obligations of a Participant under this Section 13 shall survive that Participant's withdrawal from the Consortium, termination of this Agreement, or dissolution of the Consortium.

Section 15. Oregon Law and Forum

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 16. Public Notification

The Board, the Executive Committee, and the Technical Committee shall be deemed public bodies for purposes of Oregon's public meeting laws as provided by ORS Chapter 192. Other committees or sub-committees are subject to ORS Chapter 192 only as applicable.

Section 17. Agreement Amendment

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing body of every Participant.

Section 18. Indemnification

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, each Participant shall indemnify, defend, and hold harmless the Consortium and other Participants from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of the indemnifying Participant, their governing bodies, officers, employees, and agents in the performance of this Agreement.

Section 19. Severability

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.

Section 20. No Third-party Beneficiaries

The Participants are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

Section 21. Merger Clause

This Agreement constitutes the entire agreement between the Participants. No waiver, consent, modification or change of terms of this Agreement shall bind a Participant unless in writing and signed by the affected Participants. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 22. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The Participants agree that any Participant may execute this Agreement, including any Agreement amendments, by electronic means, including the use of electronic signatures.


AMENDED AND RESTATED REGIONAL WATER PROVIDERS CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the signatory hereby causes this agreement to be executed.

(Signatory page can be changed to fit specific adoption process)

SIGNATORY PARTY

City of Troutdale
Jurisdiction or Entity Name

By: 

Title: City Manager

Print Name: Ray Young

Contact Person: David Schaffer

Dated: February 29, 2024

Address: 219 E. Historic Columbia River Hwy.

Troutdale, OR 97060

Send signed agreement to Patty Burk patty.burk@portlandoregon.gov or mail to:

Portland Water Bureau
Attn: Patty Burk
1120 SW 5th Ave. Suite 405
Portland, OR 97204

Intergovernmental Agreement
Between the City of Troutdale and the
City of Wood Village for Provision of Water

This Intergovernmental Agreement (IGA) is entered into under the provisions of ORS Chapter 190 by and between the City of Troutdale ("Troutdale"), a municipal corporation in the State of Oregon, and the City of Wood Village, ("Wood Village"), also a municipal corporation in the State of Oregon (jointly, the "Parties").

RECITALS

- A. Troutdale and Wood Village are each purveyors of potable water to customers within their respective jurisdictions.
- B. Troutdale and Wood Village have interconnects between their respective water distribution systems in the vicinity of Columbia Park (the "Interconnect") and NE Halsey Street/244th which allows water to flow to one jurisdiction from the other via a multi-directional meter (the "Meter").
- C. Troutdale and Wood Village have capacity in their water system that is, at times, not fully utilized. However, a loss of production capacity could result in the need for water supplied to the other City. When all sources are functioning each City has the capacity to provide limited assistance to the other.

Now, therefore, the Parties do agree as follows:

- 1. Interconnect use: Troutdale will sell to Wood Village, and Wood Village will sell to Troutdale, potable drinking water, subject to the requirements and limitations within the agreement, via the Interconnect and expiring on December 31, 2028. This IGA may be terminated by mutual consent of both Parties at any time or unilaterally by either Party upon 60 days written notice to the other Party.
- 2. Wood Village will:
 - a. Ensure the proper operation of the Interconnect and calibration of the Meter.
 - b. Pay Troutdale for metered water usage within thirty (30) days after receipt of an invoice from Troutdale.
 - c. Promptly notify Troutdale of any malfunction in the Interconnect or the Meter. If water is provided during a period of Meter malfunction, the

amount of water provided per day shall be assumed to be the same amount as provided per day during the period the Meter was functioning properly.

- d. Provide potable drinking water to Troutdale via the Interconnect unless Wood Village determines, at its sole discretion, that it does not have sufficient excess capacity.

3. Troutdale will:

- a. Ensure the proper operation of the Interconnect and calibration of the Meter.
- b. Pay Wood Village for metered water usage within thirty (30) days after receipt of an invoice from Wood Village.
- c. Promptly notify Wood Village of any malfunction in the Interconnect or the Meter. If water is provided during a period of Meter malfunction, the amount of water provided per day shall be assumed to be the same amount as provided per day during the period the Meter was functioning properly.
- d. Provide potable drinking water to Wood Village via the Interconnect unless Troutdale determines, at its sole discretion, that it does not have sufficient excess capacity.

4. In the event of a need for water from one City to the other the following procedure will be followed:

- a. Notify, and obtain approval from the providing City prior to initial taking of any water.
- b. City providing water will read the meter before water is provided to establish initial point.
- c. City providing water will read the meter and provide the reading to the other City monthly between the 20th and 25th day of each month following initial taking of water.
- d. City providing water will submit an invoice to the City receiving water within thirty (30) days after reading of the Meter as described in 4. C.

5. The utilization of the interconnect resulting from an emergency, the providing City will bill according to their current residential per unit rate structure for all units of water consumed.
6. Wood Village and Troutdale shall, subject to limitations of the Oregon Constitution and the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify each other, their officers, agents, and employees from all suits, claims, or actions of whatsoever nature, resulting from or arising out of provision of water under this IGA.
7. This IGA is being entered into for the sole benefit of Wood Village and Troutdale. Nothing in this IGA shall be construed as creating third party benefits and any third party that does benefit as a result of this IGA shall not have any legal rights to the water that is being provided under this IGA or to enforce the terms of this IGA.
8. This IGA shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except in writing and signed by both Parties.
9. The failure of either Troutdale or Wood Village to enforce any provision of this IGA shall not constitute a waiver of that or any other provision of this IGA.
10. Communications concerning this IGA shall be sent to:

Troutdale

Public Works Director
City of Troutdale
342 SW 4th St
Troutdale, OR 97060

Wood Village

Public Works Director
City of Wood Village
23335 NE Halsey St
Wood Village, OR 97060

11. This IGA constitutes the entire agreement between the Parties. However, there shall be a Standard Operational Procedure (SOP) that is developed from time to time that meets the operational needs of both parties and is included herein by reference to the most current SOP. Otherwise, there are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

CITY OF TROUTDALE

CITY OF WOOD VILLAGE

DATE: 7-25-19

DATE: 7-15-19



Ray Young, City Manager


William Peterson, City Manager

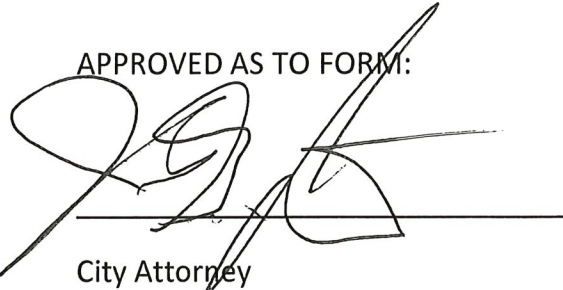

Casey Ryan, Mayor


Scott Harden, Mayor

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FORM:


City Attorney

DATE: 8-14-19

DATE: 6/27/19

APPENDIX E LOCAL DECLARATION OF EMERGENCY FORM

Appendix E provides a template to be used to declare, ratify and terminate a Local State of Emergency by the City. The City Manager maintains current templates for declaring a local state of emergency and the version included in Appendix E should not be assumed to be current.



CITY OF TROUTDALE

Declaration of Emergency

(insert incident name) – (Month Year)

Dave Ripma, the Mayor of the City of Troutdale, under the authority granted him by Troutdale Municipal Code Section 2.28, finds that:

The following conditions have resulted in the need for a citywide state of emergency declaration:

1. (insert supporting information such as declarations that have been made by other jurisdictions for the same incident, resource requirements, the specific threat to the City, etc.)

Now, therefore, I declare as follows:

Section 1. A State of Emergency is declared to exist throughout the City of Troutdale as defined under TMC 2.28.

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 (insert threat or hazard name).

Section 3. (insert other emergency conditions as warranted by the incident)

Section 4. (insert other emergency conditions as warranted by the incident)

Section 5. (insert other emergency conditions as warranted by the incident)

Section 6. This Declaration of State of Emergency is effective immediately and shall remain in effect until (insert termination date), but may be extended in two-week increments.

Dated this (X)th day of (Month Year)

Dave Ripma, Mayor

APPENDIX F FEMA NIMS RESOURCE TYPING GUIDANCE

Appendix E contains an excerpt from the National Incident Management System (NIMS) Guideline for Resource Management Preparedness that provides instructions on developing resource typing.

D. Appendix D: How to Read Resource Typing Documents

Resource Typing Definitions

A resource typing definition document has the following sections, as shown in the example on the next page:

- **Heading** – Two lines listing the mission area and core capability the resource falls under
- **Resource Name** – The resource’s formal name
- **Description** – A brief summary of the resource’s purpose and capabilities
- **Resource Category** – The category the resource falls under
- **Resource Kind** – One of the prescribed kinds of resources (for example, Team or Equipment)
- **Overall Function** – A detailed description of the resource’s function
- **Composition and Ordering Specifications** – Additional information about the resource’s composition and what to consider before ordering the resource
- **Component** – The table header under which various resource capabilities appear, introducing rows of details including metrics and measures
- **Typing Columns** – The minimum capabilities required, type by type, with clarifying notes, if necessary
- **Notes** – Additional general information about the resource
- **References** – Related resources and guidance documents



Resource Name

Resource Typing Definition for Click or tap here to enter text.
Click or tap here to enter text.Heading listing Mission
Area and Core Capability

CLICK OR TAP HERE TO ENTER TEXT.

| | |
|---|--|
| DESCRIPTION | |
| RESOURCE CATEGORY | |
| RESOURCE KIND | |
| OVERALL FUNCTION | |
| COMPOSITION AND ORDERING SPECIFICATIONS | 1. Discuss logistics for this team, such as security, lodging, transportation, and meals, prior to deployment. 2. The team typically works 12 hours per shift, is self-sustainable for 72 hours, and is deployable up to 14 days. 3. |

Each type of resource builds on the qualifications of the type below it. For example, Type 1 qualifications include the qualifications in Type 2, plus an increase in capability. Type 1 is the highest qualification level.

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | NOTES |
|---|--------|--------|--------|--------|-------|
| MINIMUM PERSONNEL PER TEAM | | | | | |
| MANAGEMENT AND OVERSIGHT PERSONNEL PER TEAM | | | | | |
| SUPPORT PERSONNEL PER TEAM | | | | | |
| PERSONAL PROTECTIVE EQUIPMENT (PPE) PER TEAM MEMBER | | | | | |

SEPTEMBER 2017

DRAFT – PRE-DECISIONAL – DRAFT
CLICK OR TAP HERE TO ENTER TEXT.

1 OF 3

Components, including
the metric or measure,
and capability

Resource type (1–4 as needed)

Resource Typing Definition for Click or tap here to enter text.
Click or tap here to enter text.

NOTES

Notes or additional
information

Nationally typed resources represent associated component and capability.

REFERENCES

None

References of
related resources

Job Titles/Position Qualifications

A Job Title/Position Qualification document has the following sections, as shown in the example on the next page:

- Heading – Two lines listing the mission area and core capability the position falls under
- Position Name – The formal position name
- Resource Category – The category the position falls under
- Resource Kind – One of the prescribed kinds of resources (in this case, Personnel)
- Overall Function – A brief summary of the position’s purpose and capabilities
- Composition and Ordering Specifications – Additional information about the position’s composition and what to consider before ordering the position
- Component – The table header under which various resource capabilities appear
- Description – A detailed description of the position’s function
- Education – The minimum education necessary to serve in the position
- Training – The minimum training courses necessary to serve in the position
- Experience – The minimum prior experience necessary to serve in the position
- Physical/Medical Fitness – The minimum physical and medical fitness capabilities necessary to serve in the position
- Currency – The minimum level of participation in the position necessary to maintain qualification
- Professional and Technical Licenses and Certifications – Any licenses or certifications necessary to serve in the position
- Notes – Additional information about the resource
- References – Related resources and guidance documents



Position name

Resource Typing Definition for Click or tap here to enter text.
Click or tap here to enter text.Heading listing Mission
Area and Core Capability

CLICK OR TAP HERE TO ENTER TEXT

| | |
|---|----|
| RESOURCE CATEGORY | |
| RESOURCE KIND | |
| OVERALL FUNCTION | |
| COMPOSITION AND ORDERING SPECIFICATIONS | 1. |

Each type of resource builds on the qualifications of the type below it. For example, Type 1 qualifications include the qualifications in Type 2, plus an increase in capability. Type 1 is the highest qualification level.

| COMPONENT | TYPE 1 | TYPE 2 | NOTES |
|----------------------------|--------|--------|-------|
| DESCRIPTION | | | |
| EDUCATION | | | |
| TRAINING | | | |
| EXPERIENCE | | | |
| PHYSICAL / MEDICAL FITNESS | | | |
| CURRENCY | | | |

SEPTEMBER 2017
FEMA-509-v20170717

DRAFT – PRE-DECISIONAL – DRAFT
CLICK OR TAP HERE TO ENTER TEXT.

1 OF 3

Resource Typing Definition for Click or tap here to enter text.
Click or tap here to enter text.

| COMPONENT | TYPE 1 | TYPE 2 | NOTES |
|--|--------|--------|-------|
| PROFESSIONAL AND TECHNICAL LICENSES AND CERTIFICATIONS | | | |

Resource Typing Definition for Click or tap here to enter text.
Click or tap here to enter text.

NOTES

Notes or additional
information

Nationally typed resources represent associated component and capability.

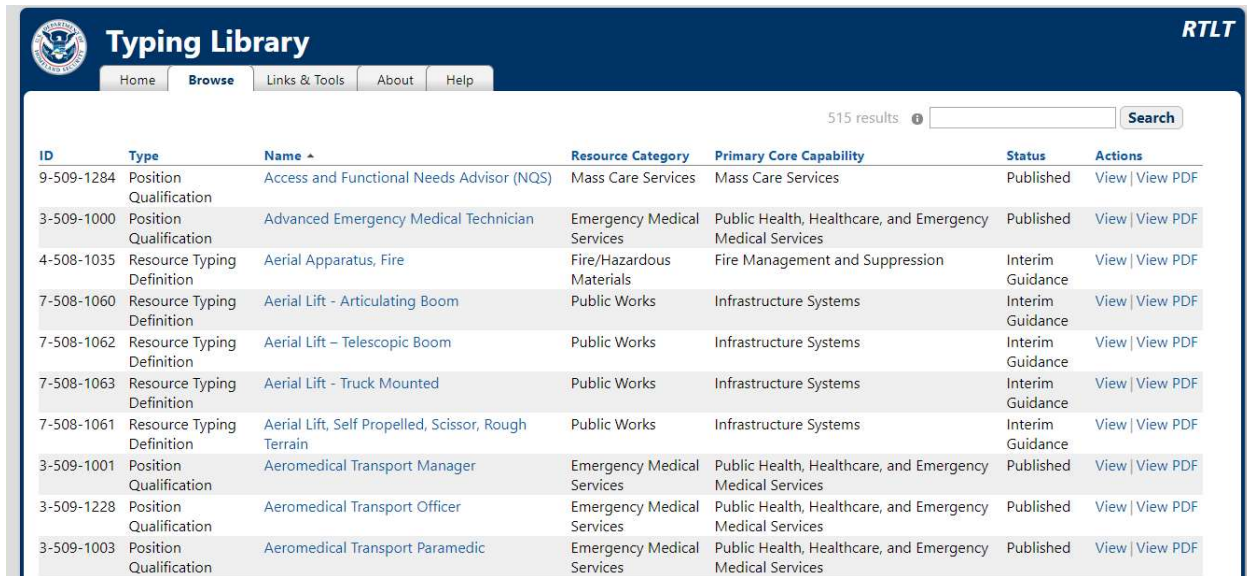
REFERENCES

None

References of
related resources

How to Identify the Type of a Resource

To match a resource to its proper type, first locate the relevant resource typing definition in the RTLT.



The screenshot shows the FEMA Typing Library (RTLT) interface. At the top, there is a navigation bar with links: Home, Browse, Links & Tools, About, and Help. The main header displays 'Typing Library' and 'RTLT'. Below the header, a search bar indicates '515 results' and a 'Search' button. The table below lists various resource typing definitions with columns for ID, Type, Name, Resource Category, Primary Core Capability, Status, and Actions.

| ID | Type | Name | Resource Category | Primary Core Capability | Status | Actions |
|------------|----------------------------|---|----------------------------|---|------------------|---|
| 9-509-1284 | Position Qualification | Access and Functional Needs Advisor (NQS) | Mass Care Services | Mass Care Services | Published | View View PDF |
| 3-509-1000 | Position Qualification | Advanced Emergency Medical Technician | Emergency Medical Services | Public Health, Healthcare, and Emergency Medical Services | Published | View View PDF |
| 4-508-1035 | Resource Typing Definition | Aerial Apparatus, Fire | Fire/Hazardous Materials | Fire Management and Suppression | Interim Guidance | View View PDF |
| 7-508-1060 | Resource Typing Definition | Aerial Lift - Articulating Boom | Public Works | Infrastructure Systems | Interim Guidance | View View PDF |
| 7-508-1062 | Resource Typing Definition | Aerial Lift - Telescopic Boom | Public Works | Infrastructure Systems | Interim Guidance | View View PDF |
| 7-508-1063 | Resource Typing Definition | Aerial Lift - Truck Mounted | Public Works | Infrastructure Systems | Interim Guidance | View View PDF |
| 7-508-1061 | Resource Typing Definition | Aerial Lift, Self Propelled, Scissor, Rough Terrain | Public Works | Infrastructure Systems | Interim Guidance | View View PDF |
| 3-509-1001 | Position Qualification | Aeromedical Transport Manager | Emergency Medical Services | Public Health, Healthcare, and Emergency Medical Services | Published | View View PDF |
| 3-509-1228 | Position Qualification | Aeromedical Transport Officer | Emergency Medical Services | Public Health, Healthcare, and Emergency Medical Services | Published | View View PDF |
| 3-509-1003 | Position Qualification | Aeromedical Transport Paramedic | Emergency Medical Services | Public Health, Healthcare, and Emergency Medical Services | Published | View View PDF |

Find the resource's characteristics and components. Next, compare the capabilities of the resource with the requirements for the lowest type listed in the resource typing definition. (Remember that if the document lists multiple types, Type 1 is the highest.) If the resource meets or exceeds all of the requirements of the lowest type, then evaluate it against the next higher type, and so on. If the resource exceeds the minimum capabilities for one type but does not meet the minimum capabilities of the next type, then the resource belongs at the lower type. An example of how to perform this process follows.

Example: Determining the Type of a Fire Engine

A jurisdiction is seeking to determine the appropriate type for its pumper fire engine. The jurisdiction's pumper has the following specifications:

- Pump capacity: 1,000 gallons per minute (GPM)
- Tank capacity: 800 gallons
- 2.5-inch hose: 1,000 feet
- 1.5-inch hose: 100 feet
- 1-inch hose: 800 feet
- Personnel per engine: 3

The jurisdiction begins by comparing the resource with the minimum requirements for the lowest type given in the definition. In this example, Type 4 is the lowest type for an Engine, Fire Pumper:

EXAMPLE: ENGINE, FIRE PUMPER

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | Jurisdiction's Engine to be typed |
|--------------------------|-----------|----------|---------------|---------------|-----------------------------------|
| PUMP CAPACITY PER ENGINE | 1,000 GPM | 500 GPM | 120 GPM | 70 GPM | Pump Capacity: 1000 GPM |
| TANK CAPACITY PER ENGINE | 400 Gal | 400 Gal | 500 Gal | 750 Gal | Tank: 800 Gal |
| 2.5 INCH HOSE PER ENGINE | 1,200 ft | 1,000 ft | Not Specified | Not Specified | 2.5 Inch Hose: 1000 ft |
| 1.5 INCH HOSE PER ENGINE | 400 ft | 500 ft | 1000 ft | 300 ft | 1.5 Inch Hose: 1000 ft |
| 1 INCH HOSE PER ENGINE | 200 ft | 300 ft | 800 ft | 300 ft | 1 Inch Hose: 800 ft |
| PERSONNEL PER ENGINE | 4 | 3 | 3 | 2 | Personnel Per: 3 |

Next, the jurisdiction compares the resource with the minimum requirements for a Type 3 engine:

EXAMPLE: ENGINE, FIRE PUMPER

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | Jurisdiction's Engine to be typed |
|--------------------------|-----------|----------|---------------|---------------|-----------------------------------|
| PUMP CAPACITY PER ENGINE | 1,000 GPM | 500 GPM | 120 GPM | 70 GPM | Pump Capacity: 1000 GPM |
| TANK CAPACITY PER ENGINE | 400 Gal | 400 Gal | 500 Gal | 750 Gal | Tank: 800 Gal |
| 2.5 INCH HOSE PER ENGINE | 1,200 ft | 1,000 ft | Not Specified | Not Specified | 2.5 Inch Hose: 1000 ft |
| 1.5 INCH HOSE PER ENGINE | 400 ft | 500 ft | 1000 ft | 300 ft | 1.5 Inch Hose: 1000 ft |
| 1 INCH HOSE PER ENGINE | 200 ft | 300 ft | 800 ft | 300 ft | 1 Inch Hose: 800 ft |
| PERSONNEL PER ENGINE | 4 | 3 | 3 | 2 | Personnel Per: 3 |

Now the jurisdiction compares the resource with the minimum requirements for a Type 2 engine:

EXAMPLE: ENGINE, FIRE PUMPER

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | Jurisdiction's Engine to be typed |
|--------------------------|-----------|----------|---------------|---------------|-----------------------------------|
| PUMP CAPACITY PER ENGINE | 1,000 GPM | 500 GPM | 120 GPM | 70 GPM | Pump Capacity: 1000 GPM |
| TANK CAPACITY PER ENGINE | 400 Gal | 400 Gal | 500 Gal | 750 Gal | Tank: 800 Gal |
| 2.5 INCH HOSE PER ENGINE | 1,200 ft | 1,000 ft | Not Specified | Not Specified | 2.5 Inch Hose: 1000 ft |
| 1.5 INCH HOSE PER ENGINE | 400 ft | 500 ft | 1000 ft | 300 ft | 1.5 Inch Hose: 1000 ft |
| 1 INCH HOSE PER ENGINE | 200 ft | 300 ft | 800 ft | 300 ft | 1 Inch Hose: 800 ft |
| PERSONNEL PER ENGINE | 4 | 3 | 3 | 2 | Personnel Per: 3 |

Finally, the jurisdiction compares the resource with the minimum requirements for a Type 1 engine:

EXAMPLE: ENGINE, FIRE PUMPER

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | Jurisdiction's Engine to be typed |
|--------------------------|-----------|----------|---------------|---------------|-----------------------------------|
| PUMP CAPACITY PER ENGINE | 1,000 GPM | 500 GPM | 120 GPM | 70 GPM | Pump Capacity: 1000 GPM |
| TANK CAPACITY PER ENGINE | 400 Gal | 400 Gal | 500 Gal | 750 Gal | Tank: 800 Gal |
| 2.5 INCH HOSE PER ENGINE | 1,200 ft | 1,000 ft | Not Specified | Not Specified | 2.5 Inch Hose: 1000 ft |
| 1.5 INCH HOSE PER ENGINE | 400 ft | 500 ft | 1000 ft | 300 ft | 1.5 Inch Hose: 1000 ft |
| 1 INCH HOSE PER ENGINE | 200 ft | 300 ft | 800 ft | 300 ft | 1 Inch Hose: 800 ft |
| PERSONNEL PER ENGINE | 4 | 3 | 3 | 2 | Personnel Per: 3 |

This resource does not qualify as a Type 1 Engine, Fire Pumper because it does not meet the minimum requirements for all capabilities. **Therefore, the jurisdiction should inventory this resource as a Type 2 Engine, Fire Pumper.**

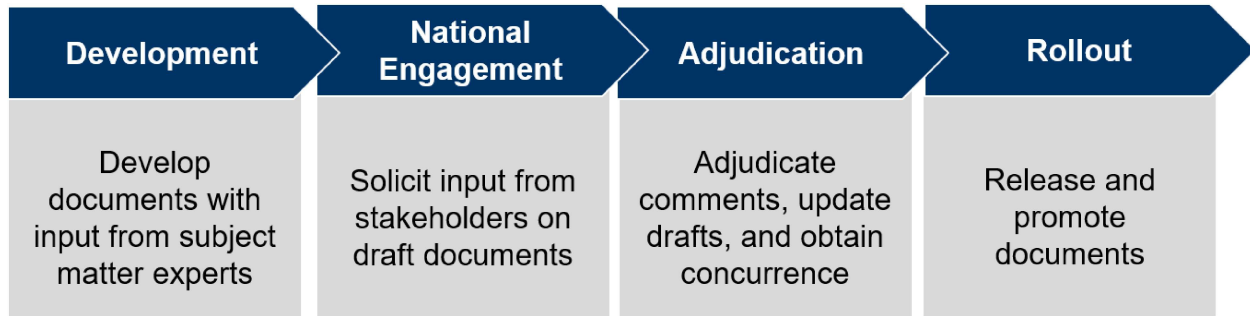
EXAMPLE: ENGINE, FIRE PUMPER

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | Jurisdiction's Engine to be typed |
|--------------------------|-----------|----------|---------------|---------------|-----------------------------------|
| PUMP CAPACITY PER ENGINE | 1,000 GPM | 500 GPM | 120 GPM | 70 GPM | Pump Capacity: 1000 GPM |
| TANK CAPACITY PER ENGINE | 400 Gal | 400 Gal | 500 Gal | 750 Gal | Tank: 800 Gal |
| 2.5 INCH HOSE PER ENGINE | 1,200 ft | 1,000 ft | Not Specified | Not Specified | 2.5 Inch Hose: 1000 ft |
| 1.5 INCH HOSE PER ENGINE | 400 ft | 500 ft | 1000 ft | 300 ft | 1.5 Inch Hose: 1000 ft |
| 1 INCH HOSE PER ENGINE | 200 ft | 300 ft | 800 ft | 300 ft | 1 Inch Hose: 800 ft |
| PERSONNEL PER ENGINE | 4 | 3 | 3 | 2 | Personnel Per: 3 |

E. Appendix E: How to Create Resource Typing Definitions

FEMA Resource Typing Definitions

FEMA's NIC uses a four-step process to develop resource typing definition documents and Job Title/Position Qualification documents.



In the Development phase, the NIC identifies a working group of subject matter experts and stakeholders to inform the development of draft documents describing the minimum capabilities. The working group meets regularly to discuss minimum capabilities as it supports FEMA in the creation of the initial draft documents.

During the National Engagement phase, the documents are released to the public for a 30-day comment period. Stakeholders can provide recommended changes, updates and edits to the documents. This process helps validate the contents of the documents and ensures the documents represent a national minimum.

In the Adjudication phase, NIC staff review the public comments received during National Engagement and update the documents where appropriate. Staff then place the documents in the concurrence process for leadership approval.

Finally, in the Rollout phase, the NIC releases the approved documents for publication. Jurisdictions can then use the documents to help manage resources.

Jurisdictional Resource Typing Definitions

If FEMA does not have an established resource typing definition for a resource that a jurisdiction uses and shares, the jurisdiction may develop its own resource typing definition using the process outlined above. Jurisdiction staff should involve subject-matter experts and stakeholders to help define minimum capabilities for the resource. They should also invite additional stakeholders to review the document and provide input to validate the minimum capabilities before publication. The jurisdiction should share the new resource typing definition with FEMA and mutual aid partners to promote common language and understanding of the resource's capabilities and to facilitate planning and future resource sharing. FEMA may consider adding the new resource type to the NIMS resource typing definitions.

When creating a jurisdictional resource typing definition, the jurisdiction should consider the following:

- **Resource typing definitions apply to deployable resources:** The point of typing resources is to ensure that resource providers and requestors have consistent expectations of a resource's capability levels. If the resource will not support incident operations outside its own jurisdiction, typing the resource may not be beneficial.
- **Focus on capabilities:** Resource typing definitions are intended to be guidelines for minimum capabilities. In most cases, resource typing definitions distinguish types based on capabilities rather than other factors, such as quantities, capacity, or other characteristics.
- **Do not create resource typing definitions that conflict with NIMS resource typing definitions:** NIMS resource typing definitions are flexible enough that jurisdictions can typically manage their resources as necessary without creating new resource types. Creating new resource types that conflict with NIMS resource typing definitions undermines the value of the standardized national system. Jurisdictions can create new resource typing definitions only if they do not conflict with NIMS definitions.
- **Resource typing definitions are not laws:** Resource typing definitions have no legal authority. Resource typing definitions simply attempt to standardize resources nationally to allow seamless integration across organizational boundaries. Under no circumstances should resource typing definitions carry the weight of law. State, local, tribal, territorial and Federal statutes always take precedence.

Jurisdictions can use IRIS to create jurisdictional resource typing definitions. Users can publish these jurisdictional resource typing definitions within IRIS and then add inventories under the new jurisdictional resource typing definition. Templates for creating jurisdictional resource typing definitions are also available at <https://www.fema.gov/resource-management-mutual-aid>. Stakeholders may customize the resource typing templates with jurisdiction logos and organization names, but using the FEMA logo is prohibited. Stakeholders cannot use government trademarks or government agency logos without permission.

If a jurisdiction creates a jurisdictional resource typing definition, the jurisdiction can submit the document to FEMA by sending it to the NIMS inbox: FEMA-NIMS@fema.dhs.gov. FEMA regularly reviews information about resource requests and use through mutual aid to determine new resources to type. FEMA considers jurisdictional resource typing definitions as potential future NIMS resource types.

APPENDIX G OREGON RESOURCE COORDINATION ASSISTANCE AGREEMENT REQUEST FORM

Appendix F provides the form used to request support under the ORCAA. This form was obtained from the Oregon Office of Emergency Management's *ORCAA Implementation Guide* (July 2022); refer to the implementation guide for more information on ORCAA.



ATTACHMENT 1 ORCAA REQUEST FORM (ORF)

Oregon Resource Coordination Assistance Agreement (ORCAA) Request Form (ORF)

OERS # + ORCAA Tracking #

Event Name

Date and Time of Request

☐ Check if Verbal

Requesting Participant

Name

Title

Organization

Contact Information

Responding Participant

Name

Title

Organization

Contact Information

Resource Request (use one form per resource type)

Size

Amount/Quantity

Location and person(s) to report/deliver to and contact information

Type of resource(s)

Time to report/deliver and duration of assignment

Assignment Details

Incident Description

Other mission critical information

Operating environment/conditions

Required licenses, credentials, etc

Resources Offered

Size

Amount/Quantity

Location and person(s) to report/deliver to and contact information

Type of resource(s)

Time reporting/delivering and duration available

Offer Details

Estimated cost of fulfilling request (See attached ORF Cost Worksheet)

Logistical requirements and estimated travel time

Agreement

An authorized offer of assistance accepted by an officer or designee of the requesting participant constitutes an agreement under ORCAA. If reimbursement is expected, the requesting participant agrees to reimburse associated eligible costs as agreed. The authorized signatures below reflect the agreement.

Signature of Authorized Requesting Participant and Date:

Signature of Authorized Responding Participant and Date:

APPENDIX H EOC TEAM POSITION DESCRIPTION

Appendix H provides an overview of the various positions within an EOC.



Operations Section

The Operations Section Chief reports to the EOC Manager and is responsible for coordination of the operational functions assigned to the EOC. Operations Section responsibilities in the EOC include:

- Assess the situation and establish appropriate positions within the Operations Section to meet operational coordination needs.
- Maintain communication with field operations to maintain situational awareness.
- Coordinate execution of emergency operations activities based on objectives established in the EOC Action Plan.
- Identify and facilitate requests for resources needed to support operations



Planning Section

The Planning Section Chief reports to the EOC Manager and is responsible for coordination of the planning and information sharing functions assigned to the EOC. Planning Section responsibilities in the EOC include:

- Assess the situation and establish appropriate positions within the Planning Section.
- Monitor and display situation status information and develop situation reports for each operational period.
- Facilitate EOC planning meetings and coordinate preparation of the EOC Action Plan.
- Prepare informational products and maps to inform decision making and public information materials.
- Collect and manage all relevant data documentation for the emergency.
- Establish and maintain a system to track resources.
- Support advance planning to identify and proactively address issues

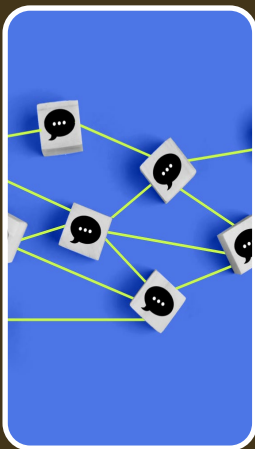
Logistics Section



The Logistics Section Chief reports to the EOC Manager and is responsible for coordination of logistics and resource support functions assigned to the EOC. Logistics Section responsibilities in the EOC include:

- Assess the situation and establish appropriate positions within the Logistics Section.
- Manage procurement of personnel, supplies, facilities, fleet and equipment to support emergency operations.
- Arrange for food, lodging and other support services for the EOC.
- Coordinate volunteer and donations management activities.
- Support EOC communications and information technology requirements.
- Advise on and implement appropriate cyber security measures in the EOC.
- Coordinate acquisition and configuration of facilities to support emergency operations.
- Facilitate resource requests including preparation, approval by the EOC Manager, and submittal.

Finance and Administration Section



The Finance and Administration Chief reports to the EOC Manager and is responsible for coordination of finance and human resources functions assigned to the EOC. Finance and Administration Section responsibilities in the EOC include:

- Assess the situation and establish appropriate positions within the Finance and Administration Section.
- Provide guidance on emergency finance and purchasing policy.
- Support preparation and approval of contracts.
- Support processing of purchase orders and vendor qualification.
- Ensure that EOC team and personnel supporting emergency operations are tracking time appropriately.
- Establish and communicate accounting codes to track emergency costs.
- Gather cost information and advice on cost savings.
- Manage and maintain documentation of all costs.
- Manage any worker's compensation issues that arise from the emergency.



EOC Manager

The EOC Manager is responsible for organizing, supervising and operating the EOC and works with the Incident Commander to ensure that the EOC is meeting the needs of the incident. Responsibilities include:

- Maintain operational readiness of the EOC at all times.
- Activate the EOC and make appropriate notifications.
- Mobilize and assign EOC team members.
- Provide oversight and leadership for all EOC activities.
- Perform the role of any Command Staff position not otherwise delegated.
- Initiate the EOC Action Plan process.
- Approve the EOC Action Plan, resource request, public information releases and other material, as needed.
- Demobilize the EOC and facilitate a hot wash as soon as practicable.



Public Information Officer

The PIO reports to the EOC Manager and serves as the primary advisor to the EOC Manager and the Policy Group on issues related to public information. Responsibilities include:

- Coordinate all public information activities for the EOC.
- Coordinate and review all information releases.
- Obtain policy guidance and approval from EOC Manager for all information releases.
- Coordinate media relation activities including briefings, interviews and site tours.
- Support Policy Group members and other leaders in preparing for media briefings.
- Coordinate resources to support call taking to manage public inquiries and assistance.
- Monitor media sources to track news and manage rumor control.
- Coordinate with agency PIOs and participate in Joint Information System including management of a JIC.

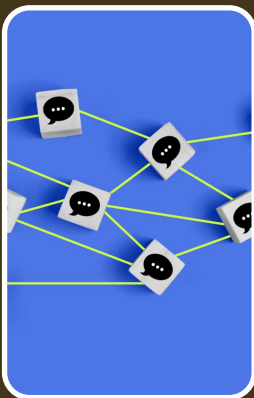
Safety Officer



The Safety Officer reports to the EOC Manager and serves as the primary advisor to the EOC Manager and Policy Group on issues related to health and safety. Safety Officer responsibilities in the EOC include:

- Conduct a risk identification and analysis of the EOC and address findings.
- Monitor hazardous situations in the EOC as well as external conditions (e.g., weather).
- Monitor physical and mental well-being of EOC Team and make recommendations as appropriate.
- Coordinate EOC security measures.
- Advise on health and safety issues and exercise emergency authority to stop and prevent unsafe acts both in the EOC and the field.
- Coordinate procurement and distribution of personal protective equipment.
- Develop safety messages and conduct safety briefings.
- Review the EOC Action Plan and other documentation for safety implications.
- Identify and engage necessary subject matter experts qualified to evaluate special hazards.

Liaison Officer



The Liaison Officer reports to the EOC Manager and serves as the primary advisor to the EOC Manager and Policy Group on issues related to coordination with external agencies. Liaison Officer responsibilities in the EOC include:

- Establish and maintain communication with external agencies.
- Serve as a primary point of contact for external agency representatives.
- Facilitate security clearance for agency representatives visiting the EOC.
- Maintain a list of assisting and cooperating agencies and agency representatives.
- Monitor emergency operations to identify current or potential interorganizational challenges or opportunities.

APPENDIX I TRAINING

Appendix F provides on the City's training and exercise program including minimum training requirements and recommended trainings for the EOC Team.

| Assigned Position | Required Training(s) (Listed in the order they should be completed) | Recommended Training(s) (Listed in the order they should be completed) |
|---|--|---|
| Entry-level first responders and disaster workers that support public works, schools, law enforcement, and public information. | <ul style="list-style-type: none"> IS-700a: NIMS, an Introduction IS-100a: Introduction to ICS <p>Customized versions of 100a are available for law enforcement, public works, and school personnel.</p> | <p>As the role</p> <ul style="list-style-type: none"> IS-702 |
| First-line supervisors and anyone that supervises planning, response, or recovery operations | <ul style="list-style-type: none"> IS-700a: NIMS, an Introduction IS-100a: Introduction to ICS IS-200a: ICS for Single Resources & Initial Action Incidents | |
| Unit Leaders, Branch Directors, and anyone that manages first-line supervisors | <ul style="list-style-type: none"> IS-700a: NIMS, an Introduction IS-100a: Introduction to ICS IS-200a: ICS for Single IS-300: Intermediate ICS (classroom only) IS-800b: Intro to the National Response Framework | <ul style="list-style-type: none"> S-701: Multi-Agency Coordination Systems IS-702: Public Information Systems IS-703: Resource Management |
| Command staff including Incident Commander, Safety Officer, Liaison Officer, Public Information Officer, and Section Leads Recommended for EOC Managers. | <ul style="list-style-type: none"> IS-700a: NIMS, an Introduction IS-100a: Introduction to ICS IS-200a: ICS for Single IS-300: Intermediate ICS (classroom only) IS-400: Advanced ICS (classroom only) IS-800b: Intro to the National Response Framework | <ul style="list-style-type: none"> S-701: Multi-Agency Coordination Systems IS-702: Public Information Systems IS-703: Resource Management |
| City Mayor, Manager, and Council | | <ul style="list-style-type: none"> G-402: ICS Overview for Executives and Senior Officials IS-800b: Intro to the National Response Framework IS-801 to IS-814 on Emergency Support Functions appropriate to their responsibilities |

APPENDIX J PRIORITIZED PREPAREDNESS CHECKLIST

The following table summarizes the various gaps in emergency management capacity identified through engagement with City personnel and the associated corrective action to be taken for each. These gaps and associated corrective actions are ordered in highest to lowest priority.

| Gap | Corrective Action | Opportunities |
|---|--|---|
| Low pool of ICS-trained personnel. | Prescribe ICS course certification to City staff to based on their anticipated role an emergency to deepen the bench of individuals knowledgeable in emergency management. | Coordinate with Multnomah County Emergency Management (MCEM) to schedule trainings through its Community Disaster Response Readiness Program or arrange trainings through the Emergency Management Institute. |
| Limited understanding of operating City radio equipment amongst staff | Host City-Government-wide or department-level trainings that focus on how to operate City radio equipment. | Since MCEM provides radio programming assistance, consider coordinating with MCEM to support these trainings. |
| Lack of centralized resource inventory or typing system. | Consolidate all city vehicles, mobile equipment, generators, and ICS-trained personnel into a single inventory then assign type classifications to each. | Utilize FEMA's cost-free Resource Inventory System (RIS) |
| Limited knowledge of institutional partners and emergency efforts at the County-level | In coordination with local partners, explore ways to get involved in local emergency planning and training efforts on an annual basis, at a minimum. | Participate in the Special TPAC Workshop on Regional Emergency Transportation Routes. Inquire with Jessica Martin at Jessica.Martin@oregonmetro.gov |

City of Troutdale

Emergency Operations Plan









EMERGENCY SERVICES FUNCTIONAL ANNEX

Last Updated: April 2025



1.0 INTRODUCTION

The Emergency Services Functional Annex to the City EOP is focused on the services that are required to protect life, safety, property, and the environment during an emergency. Aligned with the Federal Emergency Management Agency's (FEMA) Lifelines, Table ES-1 provides an overview of the Emergency Services Annex and the activities it is designed to support.

| Table ES-1 Emergency Services Overview | | |
|---|---|---|
| Key ESFs <i>See Section 1 – Purpose and Scope</i> |  | ESF 2 – Communications |
| |  | ESF 4 – Firefighting |
| |  | ESF 9 – Search and Rescue |
| |  | ESF 10 – Hazardous Materials |
| |  | ESF 16 – Law Enforcement |
| Lifelines Supported |  | Protect life, property, and the environment through provision of law enforcement/security, fire service, search and rescue, and community safety support. |
| |  | Facilitate effective communication between responders, support effective warning to the community, and provide an entry point for emergency communications. |
| |  | Manage and effectively respond to hazardous materials in the community. |
| Lead City and County Departments <i>See Section 3 – Whole Community Management and Section 4 – Roles and Responsibilities</i> | City Council Multnomah County Sheriff's Office (MCSO) Gresham Fire Department Multnomah County Office of Emergency Management (MCEM) | |
| Role in EOC <i>See Section 5- Emergency Services Branch in the EOC</i> | Operations Section – Emergency Services Branch | |

1.1 PURPOSE AND SCOPE

The Emergency Services Annex provides a framework for how the City coordinates with their whole community of partners during an incident that requires public safety and emergency services support to save lives, protect property and the environment, and to secure the community. Events that overwhelm the City's capability and capacity to respond, or in the event of a terrorist attack or malevolent act will require coordination with County, State and Federal agencies.

This Annex is designed to support a coordinated and integrated approach to Emergency Services systems and is organized around ESFs that focus on specific Emergency Services functions presented in Table ES-2.

| Table ES-2 Emergency Services Emergency Support Functions | |
|---|--|
| ESF 2 Communications | <p>Coordinate efforts to:</p> <ul style="list-style-type: none"> • Establish and maintain an effective communication system • Facilitate interoperable communications amongst first responders, City departments, and partner agencies. • Maintain information technology infrastructure including cybersecurity measures. • Maintain a reliable alert and warning system. |
| ESF 4 Firefighting | <p>Coordinate efforts to:</p> <ul style="list-style-type: none"> • Assess and identify public impact and needs. • Conduct fire and rescue operations • Provide fire detection services and coordinate warning systems. • Perform fire hazard inspections for residential and commercial structures • Provide public information for fire safety measures. • Maintain and coordinate fuel breaks in strategic areas in the City. • Coordinate emergency evacuations for large fires with law enforcement and transportation resources. • Assist in urban, oceanic and wilderness search and rescue efforts. |
| ESF 9 Search and Rescue | <p>Coordinate efforts to:</p> <ul style="list-style-type: none"> • Deploy resources to and coordinate both urban and non-urban search and rescue during a major disaster or incident. • Coordinate with ESF 8 for emergency medical services. |
| ESF 10 Hazardous Materials | <p>Coordinate efforts to:</p> <ul style="list-style-type: none"> • Establish and coordinate strategies for mitigating and responding to the release of hazardous materials resulting from a natural, human-caused, or technological disaster. • Address hazardous materials incidents including chemical, biological, and radiological substances, whether accidentally or intentionally released. • Coordinate the appropriate response to secondary or tertiary environmental protection issues. • Provide guidelines for the public notification and alerts. • Coordinate with County and State for nuclear/radiological response activities. |
| ESF 16 Law Enforcement | <p>Coordinate efforts to:</p> <ul style="list-style-type: none"> • Provide crowd and traffic control services related to emergency events. • Coordinate site security and access control, such as security at public shelters, EOCs, bulk distribution sites, feeding sites and point of dispensing sites. • Manage evacuation operations and/or shelter in place orders. • Coordinate additional law enforcement resources as needed (i.e. Oregon National Guard, Oregon State Police, etc.). • Provide urban and wilderness search and rescue (SAR) services as requested. |

2.0 EMERGENCY SERVICES IN THE CITY

The following subsections detail the various activities and assignments necessary for completing critical aspects of emergency services. Each subsection is organized under the five emergency support functions that make up this functional annex.

2.1 COMMUNICATIONS

Capability: Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.

Primary City / County Departments: City IT Services Division, Multnomah County Emergency Management (MCEM), and Portland Bureau of Emergency Communications (BOEC)

EOC Coordination (County): Operations Section (responder communications); Logistics Section – Communications Unit (EOC communications)

Related ESF: ESF 2 – Communications

Key communications activities that may need to be performed during an emergency include:

- Establish and maintain an effective communication system for use in a disaster.
- Coordinate the provision of temporary communications capability to first responders and City departments, and partner agencies.
- Maintain information technology infrastructure including provision of cybersecurity measures.
- Maintain a reliable alert and warning system.

2.1.1 OPERATIONAL COMMUNICATIONS SYSTEMS

The primary communications tools used by the City during an emergency will be cellphone, email, radio, and, if necessary, satellite phone. Personnel will use clear speech when communicating and accessibility features to enhance comprehension for all audiences. When primary communication systems are disrupted by a particular hazard occurrence, the City will coordinate with its local partners, businesses, government agencies, or even its residents for the provision of additional communication equipment. Email, mobile phones and landlines will, to the extent possible, be considered the primary system for notification of key officials and critical workers when official platforms are inoperable. Other available communications include:

- American Medical Response (AMR) and Gresham Fire Department maintain public safety radios with frequency assignments maintained in alignment with the County.
- The City may utilize its website, blog, and social media platforms to augment or reinforce emergency communications.

- The Western Oregon Radio Club, Hoodview Amateur Radio Club and Multnomah County Amateur Radio Emergency Services (ARES) support HAM radios within the area.

2.1.2 PUBLIC SAFETY ANSWERING POINT

The Bureau of Emergency Communications (BOEC), operated by the City of Portland, serves as the Public Safety Answering Point (PSAP) for the City. BOEC also maintains the public safety radio channel through which Gresham Fire Department, MCSO, and AMR can communicate.

2.1.3 ALERT AND WARNING

The City does not currently maintain a mass notification system and, instead, relies on those maintained by BOEC and MCEM. Depending on the incident, the City can request alerts through either the Integrated Public Alert and Warning System (IPAWS) or the Community Emergency Notification System (CENS).

Both systems are made possible through the County's Everbridge license. Residents are encouraged to provide additional contact information through the County's [PublicAlerts](#) webpage.

INTEGRATED PUBLIC ALERT AND WARNING SYSTEM (IPAWS)

The MCEM is the alerting authority for the County and manages the software, Everbridge, that allows them to send emergency notifications through the Integrated Public Alert and Warning System (IPAWS). For alerting the public, IPAWS can utilize two features: Wireless Emergency Alerts (WEA) and Emergency Alert System (EAS).

Wireless Emergency Alerts (WEA): These alerts are geo-location based and distribute directly to all cell phones located within the drawn polygon map, as decided by the sender, at the time of message delivery.

Emergency Alert System (EAS): Messages sent through this system will go to television and radio outlets within a specified area; the distribution area is less specific than WEA alerts.

Currently, MCEM does not require a specific request process for alerts sent through its IPAWS system. When a mass emergency notification is determined to be needed at the City-level, the City Emergency Manager will contact the MCEM Duty Officer informing them of their need for a mass alert. The City Emergency Manager will provide the intended message to MCEM who will then refine the message based on federal requirements and distribute it to the area specified by the City EM.

Note: EAS/WEA messages are limited to English and Spanish.

COMMUNITY EMERGENCY NOTIFICATION SYSTEM (CENS)

The Community Emergency Notification System (CENS) can distribute emergency alerts to published and unpublished landline telephone databases and opt-in cellphone, email, and text message alerts to contacts registered through [PublicAlerts](#). CENS alerts are not geo-location

based, unlike WEA alerts, and only reach contacts associated with addresses inside an impacted area.

CENS is operated and maintained by BOEC and primarily intended for requests from Police/Sheriff and Fire agencies to alert the public of things such as bomb threats, hazardous materials incidents, and police activity. Requests for CENS alerts from non-police/sheriff or fire agencies (such as the City) are handled by the Portland Bureau of Emergency Management (PBEM) Duty Officer. The City should only request a CENS alert for situations that:

- Are time critical
- Pose an immediate threat to life, safety, and/or property
- Require action from the public (stay indoors or evacuate)
- Spans over a 2-block radius or is within a high-density area
- Will take over 15-minutes to resolve or traditional notification means would take longer than 15-minutes or be unsafe for first responders to perform

Refer to Appendix B, 9.021 Community Emergency Notification System (CENS), for the protocol to follow when requesting a CENS alert.

Note: CENS alert messages are pre-approved templates that are available in 11 languages (including English); however, only the English alert may have specific location information added to the alert.

2.1.4 INTEROPERABLE COMMUNICATIONS

The City Communications System consists of a range of public and private partners and entities, and include:

| Modality | Type | Coordinating Entity |
|-----------------------------------|--|---|
| Communications | <ul style="list-style-type: none">• Single dispatch• Cell and landline• Hand-held and vehicle radio• First-Net cellphones• Portable HAM radio | City Manager and City Public Works Department |
| Communications-Coordinated | <ul style="list-style-type: none">• Law Enforcement/Fire Dept/EMS Radio• Active HAM Radio | Gresham Fire Department, City departments, County |
| Communications-Dispatch | <ul style="list-style-type: none">• Single dispatch• Everbridge | Gresham Fire Department and Portland BOEC |
| Alerts and Notifications | <ul style="list-style-type: none">• Cell phone or SMS (Everbridge)• Cell phone (WEA)• TV & radio (EAS) | Gresham Fire Department, MCEM, BOEC |
| Public Information | <ul style="list-style-type: none">• Social media (Facebook, X, Next Door, Instagram, YouTube)• FlashAlert (local media and radio)• Press release and media briefing• City website | City Manager, County EOC |

2.2 FIRE SERVICES

Capability: Provide structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and the environment in the affected area

Primary City / County Departments: Gresham Fire Department

EOC Coordination (County): Operations Section – Fire Services Branch

Related ESF: ESF 4 - Firefighting

Key fire services activities that may need to be performed during an emergency include:

- Support local assessment and identification of public impact and needs.
- Support conduct fire and rescue operations for wildfires.
- Coordinate fire detection services and coordinate warning systems.
- Coordinate fire hazard inspections for residential and commercial structures and provide public information regarding defensible space and other fire safe measures.
- Maintain and coordinate fuel breaks in strategic areas in the City.
- Coordinate emergency evacuations for large wildfires with law enforcement and transportation resources.
- Identify partners for urban, oceanic and wilderness search and rescue efforts.

2.2.1 MANAGEMENT OF FIRE-RELATED EMERGENCIES

Fire services are provided to the City by Gresham Fire Department through an intergovernmental agreement.

Most of the City is considered a wildland urban interface (WUI) area and faces wildland fire threats from densely vegetated areas along the Beaver Creek, the Sandy River (east side) and Columbia River (north side).

Fires that occur on the east side of the Sandy River and a pocket containing quarry operations at the north end of the City fall under the jurisdiction of the Multnomah County Rural Fire Protection District #10 (RFPD 10); see *Figure 2-1*. However, Gresham Fire Department has a separate intergovernmental agreement with RFPD 10 to staff its two fire stations and training center; one of these, Gresham Station 75, is located in Troutdale.

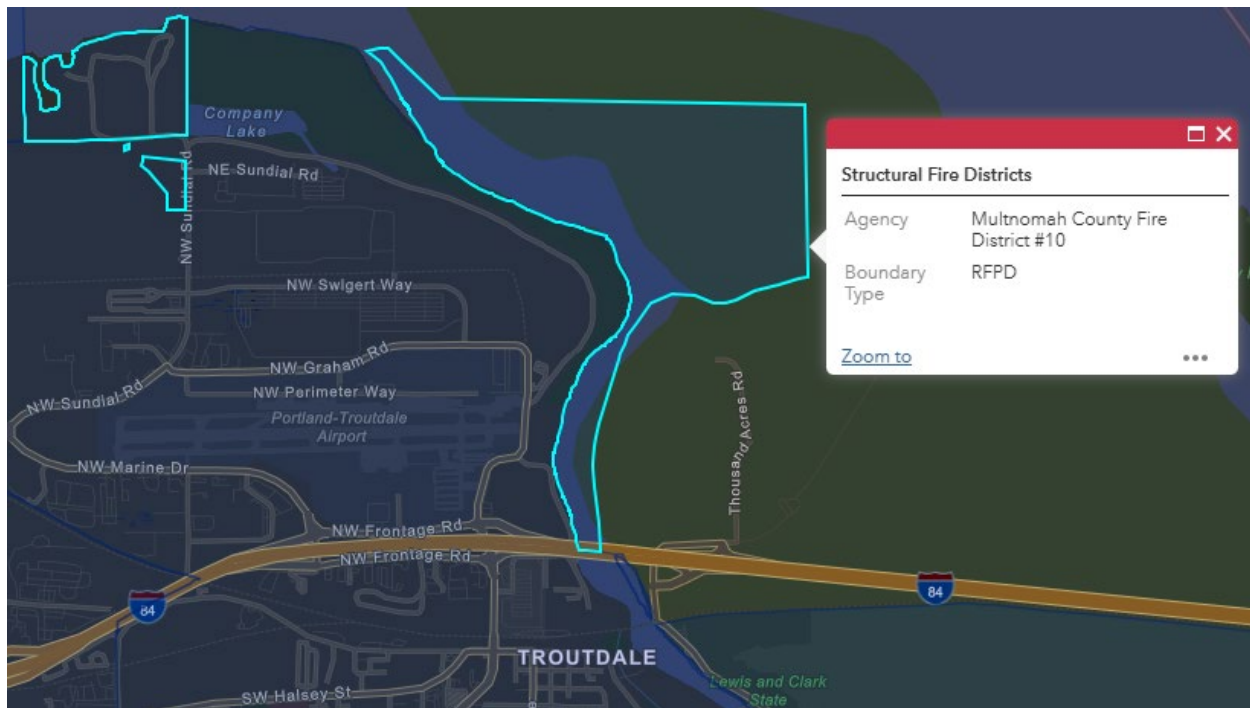


Figure 2-1: RFPD 10 Areas Near or In Troutdale

2.2.2 INTERAGENCY COORDINATION

The Four City Fire Service Board meets quarterly to coordinate fire and emergency services amongst Gresham, Troutdale, Fairview and Wood Village. The City Manager will support in a response by carrying out actions requested by the Incident Commander.

The Oregon Office of the State Fire Marshall (OSFM) is the primary State partner the City will work with for significant fire events. In the event of multiple fire agencies responding to an incident, the City or County EOC may transfer jurisdictional authority to the Fire Defense District Chief of Multnomah County to handle the incident.

2.3 SEARCH AND RESCUE

Capability: Deliver traditional and a typical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.

Primary City Department: Multnomah County Sheriff's Office

Related ESF: ESF 9 – Search and Rescue

EOC Coordination: Operations Section – Law Enforcement Branch

Key search and rescue activities that may need to be performed during an emergency include:

- Coordinate deployment of resources in both urban and non-urban search and rescue during a major disaster or incident.
- Coordinate with area ambulance providers for emergency medical services.
- Coordinate the County Sheriff's Office Search and Rescue (MCSOSAR) and Green Hornets.
- Coordinate with Oregon Search and Rescue (SAR).

2.3.1 MANAGEMENT OF SEARCH AND RESCUE OPERATIONS

The Multnomah County Sheriff's Office (MCSO) is the primary agency for coordinating search and rescue operations in the City. The MCSO maintains a small group of law enforcement deputies with outdoors and advanced search and rescue skills who are assigned to the "Green Hornets" and may respond to search and rescue events. Furthermore, MCSO maintains the MCSO Search and Rescue (SAR), a volunteer organization that specializes in both wilderness and urban search and rescue operations.

2.3.2 INTERAGENCY COORDINATION

The MCSO Troutdale Chief can coordinate with Gresham Fire Department for additional assistance in:

- Urban Search and Rescue (USAR)
- Water Rescue
- Technical rescue team (TRT)

The City may, via the MCSO, access interagency urban search and rescue resources through the Oregon USAR Task Force including resources to support operations that require:

- Collapse Rescue
- Confined Space Rescue
- Rope Rescue
- Trench Rescue
- Vehicle and Machine Extrication

2.4 HAZARDOUS MATERIALS

Capability: Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from a hazardous materials incident in support of responder operations and the affected communities.

Primary City / County Departments: OSFM Region 3 HazMat, Gresham Fire Department

Related ESF: ESF 10 – Hazardous Materials

EOC Coordination (County): Operations Section – Fire Services Branch

Key hazardous materials activities that may need to be performed during an emergency include:

- Establish and coordinate strategies for actual or potential discharge or release of hazardous materials resulting from a natural, human-caused, or technological disaster.
- Coordinate hazardous materials incidents including chemical, biological, and radiological substances, whether accidentally or intentionally released.
- Coordinate the appropriate response to secondary or tertiary environmental protection issues.
- Provide guidelines for the public notification and alerts.
- Coordinate with County and State for nuclear/radiological response activities.

2.4.1 MANAGEMENT OF HAZARDOUS MATERIALS-RELATED EMERGENCIES

In response to a known or suspected release of hazardous materials, Gresham Fire Department hazmat team will be the first responder on site and conduct an initial assessment of the situation. If the extent of the release is beyond their expertise and resources, the Gresham Fire Department Incident Commander will request an OSFM HazMat Team via OERS or directly if they have connections with the teams.

The OSFM Regional HazMat Team 3 is assigned to OSFM's Gresham/Multnomah Region and can draw additional support from the following nearby regional teams:

- Regional Team 2, Eugene
- Regional Team 4, Klamath/Lake
- Region Team 8, Southern Oregon
- Regional Team 15, Coos Bay

See the Oregon Regional Hazardous Materials Emergency Response Teams (RHMERT) for more information at <https://www.oregon.gov/osp/programs/sfm/Pages/Regional-Response-Teams.aspx>

2.4.2 LOCAL EMERGENCY PLANNING COMMITTEE

The Multnomah County Local Emergency Planning Committee (LEPC) coordinates emergency response planning for hazardous material releases. The County LEPC is tasked with activities that contribute to the following capabilities:

- Planning for chemical emergency
- Emergency notification of chemical accidents and releases
- Reporting of hazardous chemical inventories (Tier Two Reports)
- Toxic chemical release reporting

The LEPC develops and maintains a Hazardous Materials Response Plan, last updated in 2021, and includes data on facilities that store hazardous materials (Tier Two facilities) in the County.

2.5 LAW ENFORCEMENT

Capability: Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in lifesaving and life-sustaining operations.

Lead City Department: MCSO

EOC Coordination: Law Enforcement Branch

Related ESF: ESF 16 – Law Enforcement

Key law enforcement activities that may need to be performed during an emergency include:

- Provide crowd and traffic control services related to emergency events.
- Coordinate site security and access control, such as security at public shelters, EOCs, bulk distribution sites, feeding sites and point of dispensing sites.
- Manage evacuation operations and/or shelter in place orders.
- Coordinate additional safety and security resources as needed (i.e., Oregon National Guard, Oregon State Police, etc.).
- Provide urban and wilderness search and rescue (SAR) services as requested.

2.5.1 MANAGEMENT OF PUBLIC SAFETY AND SECURITY-RELATED EMERGENCIES

Law enforcement services for the City are provided by MCSO. The City Manager shall notify and collaborate with the MCSO Troutdale Police Chief for public safety and security-related incidents, including civil unrest and acts of terrorism, that occur in the City. The MCSO staffs one station within the City that provides a multitude of public safety services to the City and all visitors. The department maintains 24-hour coverage year-round and works closely with the Gresham Police Department.

2.5.2 INTERAGENCY COORDINATION

MCSO will have the primary responsibility for routine law enforcement and support groups may assist in traffic and crowd control. If local and regional capabilities are exceeded, support may be available from county, state, and federal law enforcement agencies.

3.0 WHOLE COMMUNITY EMERGENCY SERVICES

The activities required to provide emergency services support and restore emergency services systems that have been disrupted, require a cooperative effort that involves a whole community of partners including local, county, state, and federal agencies, alongside community and private cooperators and partners. Table ES-3 presents the primary City department and supporting partners at all levels for each Emergency Services ESF.

| Table ES-3 Emergency Services Supporting Agencies, Cooperators, and Partners Agencies | | | | |
|--|---|---|--|--|
| ESF 2 – Communications | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> Troutdale Information Technology Services Division | <ul style="list-style-type: none"> Multnomah County Emergency Management Bureau of Emergency Communications | <ul style="list-style-type: none"> Oregon Department of Emergency Management | <ul style="list-style-type: none"> FEMA FCC NOAA | <ul style="list-style-type: none"> Western Oregon Radio Club, Hoodview Amateur Radio Club Multnomah County ARES |
| ESF 4 Firefighting | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> Gresham Fire Department | <ul style="list-style-type: none"> Multnomah County Rural Fire District #10 | <ul style="list-style-type: none"> Oregon Department of Environmental Quality OSFM OFD Oregon Parks and Recreation Department | <ul style="list-style-type: none"> FEMA U.S. DOT National Transportation Safety Board (NTSB) US Coast Guard (Fire) | <ul style="list-style-type: none"> N/A |
| ESF 9 Search and Rescue | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> MCSO Green Hornets | <ul style="list-style-type: none"> Gresham Fire Department | <ul style="list-style-type: none"> Oregon USAR Task Force | <ul style="list-style-type: none"> N/A | <ul style="list-style-type: none"> MCSO SAR |

| ESF 10 Hazardous Materials | | | | |
|---|---|--|---|---|
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> Gresham Fire Department | <ul style="list-style-type: none"> Multnomah County LEPC | <ul style="list-style-type: none"> OFSM Team 3 ODOT Oregon Department of Fish and Wildlife Oregon Health Authority Oregon Department of Environmental Quality | <ul style="list-style-type: none"> Department of Agriculture U.S. Fish and Wildlife Service U.S. Environmental Protection Agency (EPA) | <ul style="list-style-type: none"> N/A |
| ESF 16 Law Enforcement | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> MCSO Troutdale Division | <ul style="list-style-type: none"> MCSO | <ul style="list-style-type: none"> Oregon Department of Emergency Management Oregon State Police ODOT | <ul style="list-style-type: none"> U.S. Department of Homeland Security US Coast Guard | <ul style="list-style-type: none"> N/A |

4.0 ROLES AND RESPONSIBILITIES

The following roles and responsibilities are intended to provide partners and all users of this Annex with a shared understanding of the tasks they may be asked to perform or support during an emergency. All assigned agencies are responsible for developing procedures to guide execution of these tasks.

See the State of Oregon EOP and National Response Framework (NRF) for state and federal roles and responsibilities.

4.1 ALL EMERGENCY SERVICES PARTNERS

- ☐ Implement continuity of operations procedures to continue essential functions.
- ☐ Provide situation status updates to the EOC when requested.

4.2 PRIMARY AGENCIES

City Manager

- ☐ Regularly communicate and coordinate with County EOC.
- ☐ Support the County when able and as requested in county-wide emergency management including pre-event administrative activities related to communications.
- ☐ Develop and maintain communications resource inventory.
- ☐ If requested, support the inclusion of business/industry and amateur radio operators into the communications network.
- ☐ Develop and maintain standard operating procedures to include a recall roster for essential personnel.

City IT Services Division

- ☐ Maintain City FirstNet cellular phones for distribution to City personnel during an emergency
- ☐ Develop and maintain communications resource inventory.

Gresham Fire Department

- ☐ Enforce the fire code.
- ☐ Coordinate public education and resources for wildfire awareness and prevention.
- ☐ Command firefighting forces and direct responding support forces as needed to the fire emergency.
- ☐ Manage and coordinate interagency functions during a fire-related emergency.

- ☐ Maintain communications with 911.
- ☐ Identify and isolate hazardous materials incidents within capability of training and requesting assistance as needed.
- ☐ Perform decontamination response when required.
- ☐ Provide SAR resources and personnel as needed in coordination with the Sheriff's Office.
- ☐ Relocate equipment, as necessary.
- ☐ Assist in traffic/crowd control, as able.
- ☐ Coordinate implementation of fuels reduction projects.
- ☐ Participate in planning efforts related to fire-related emergencies including hazard mitigation planning and the County Community Wildfire Protection Plan (CWPP).

MCSO

- ☐ Assist in traffic and crowd control, including closing and/or rerouting traffic on City streets
- ☐ Provide SAR resources as needed in coordination with volunteers.
- ☐ Maintain law and order.
- ☐ Provide security for critical public and private facilities in the disaster area.
- ☐ Provide protection of property in damaged areas.
- ☐ Assist in establishing safety zones and evacuations of residents and businesses.
- ☐ Provide emergency radio services with Sheriff Office staff and supporting resources.
- ☐ Coordinate emergency radio services and dispatch of officers and other services in coordination with the City Manager.

City Attorney

- ☐ Provide legal counsel regarding authority of duties for associated public safety and security efforts.

4.3 SUPPORTING AGENCIES, COOPERATORS, PARTNERS

Oregon Metro

- ☐ Lead efforts to establish regional evacuation routes and plans for the Portland Metro Area

5.0 EMERGENCY SERVICES BRANCH IN THE EOC

The Emergency Services Branch may be activated to support the Operations Section within the EOC when an incident becomes increasingly complex. Figure ES-1 below depicts the location of the Emergency Services Branch within the County EOC structure. While it is understood that the City does not have the ability to staff an EOC of its own, this information is provided for awareness of what a full County EOC activation may consist of.

5.1 ACTIVATION

When enhanced coordination of emergency services is determined to be of need, the EOC Manager may delegate this task to the Operation Section Lead who may in turn activate an Emergency Services Branch and assign a Branch Director. In most situations, the Emergency Services Branch Director will be a representative from the Sheriff's office or their designee. As a situation develops, the Operations Section Chief or Branch Director may activate Groups to oversee activities for each Emergency Services ESF: Firefighting, Search and Rescue, Hazardous Materials, and Law Enforcement.

Upon activation, each Emergency Services ESF Group will be assigned a Group Manager who is typically a representative from the City department or local agency with the most logical authority or capability. The Group Manager will be responsible for contacting the primary and supporting agencies associated with their ESF and requesting representation at the EOC.

Assigned primary agencies may choose to activate a Department Operations Center (DOC) to support coordination of emergency activities.

5.2 RESPONSIBILITIES

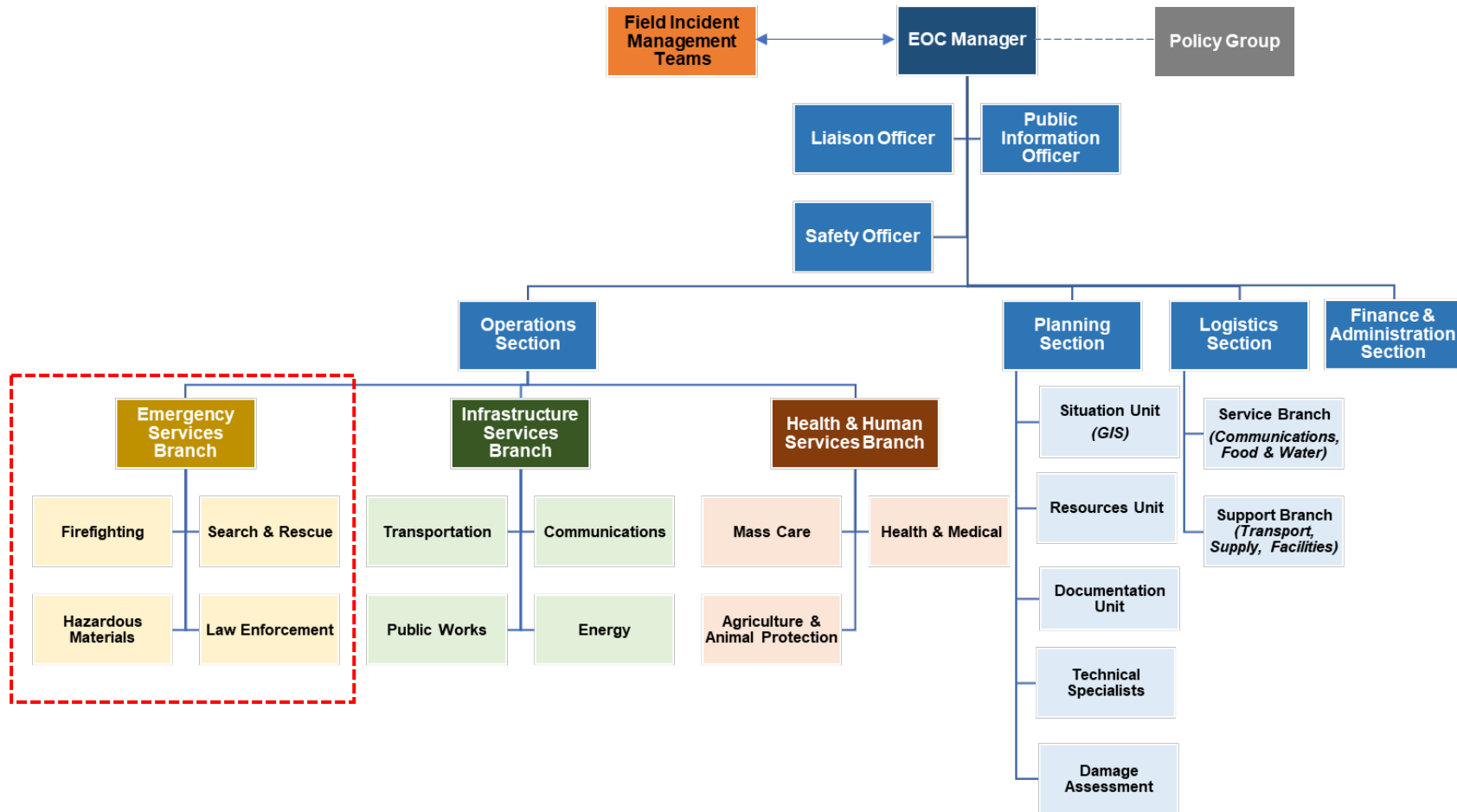
Table ES-4 lists the typical staffing, reporting structure, and responsibilities of each position that may be activated within the Emergency Services Branch. The general responsibilities of the Emergency Services Branch include:

- Report the status of personnel available to support emergency operations
- Participate in EOC planning meetings and provide ESF specific inputs to the EOC Action Plan.
- Monitor and provide regular updates on the status of ongoing emergency services activities including resource needs that should be submitted to the Logistics Section.
- Provide information specific to emergency services as requested by the EOC PIO to support message development.
- Coordinate with local and state partners to access resources under existing mutual aid agreements.
- Coordinate ESF staffing to ensure the function can be staffed across operational periods.

| Table ES-4: Emergency Services Branch Positions and Responsibilities | |
|--|---|
| Emergency Services Branch Director | |
| Position Details | Responsibilities |
| <p>Staffed by: MCSO Troutdale Chief</p> <p>Reports to: Operations Section Chief</p> | <ul style="list-style-type: none"> • In coordination with the Liaison Officer, engage with key external partners specific to emergency services • Serve as primary point of contact for emergency services cooperators and partners. • In coordination with the Operations Section Chief, support development of objectives and assign them to the appropriate ESF partners. • Monitor and provide regular updates to the Operations Section Chief on the status of ongoing emergency services activities including resource needs that should be submitted to the Logistics Section. |
| Communications Group Manager | |
| <p>Staffed by: City Information Technology Services Director</p> <p>Reports to: Emergency Services Branch Director</p> | <ul style="list-style-type: none"> • Provide updates on the following: <ul style="list-style-type: none"> – The status of regional communications systems. – Equipment available to support emergency communications. – Needs for emergency power to support emergency communications • Coordinate with regional communications providers to restore critical communications assets • Serve as liaison for all communications with local internet and cellular services providers |
| Firefighting Group Manager | |
| <p>Staffed by: Gresham Fire Department Chief or designee</p> <p>Reports to: Emergency Services Branch Director</p> | <ul style="list-style-type: none"> • Provide updates on the following: <ul style="list-style-type: none"> – Scale and location of fire. – Direction of wind and other atmospheric conditions that could affect the fire. – Location of residences and business within fire path. – Availability of regional and local partners to assist with firefighting operations. • Coordinate with MCEM to access resources under the Oregon Fire Service Mobilization Plan or other mechanisms for mutual assistance such as: <ul style="list-style-type: none"> – Oregon State Police Cooperative Policing Agreement with the City. – The U.S. Bureau of Land Management agreements for aerial firefighting – Oregon Forestry Department mutual aid agreements • Serve as liaison for all communication with the fire departments responding to emergencies in the City |
| Search and Rescue Group Manager | |
| <p>Staffed by: MCSO SAR Volunteer Coordinator</p> <p>Reports to: Emergency Services Branch Director</p> | <ul style="list-style-type: none"> • Provide updates on the following: <ul style="list-style-type: none"> – The number of individuals assumed to be displaced or unaccounted for following an emergency – The status of resources that can be deployed for search and rescue efforts • Serve as liaison for all communication with the MSCO Green Hornets and SAR volunteer group |
| Hazardous Materials Group Manager | |
| <p>Staffed by: Gresham Fire Department Emergency Manager</p> | <ul style="list-style-type: none"> • Provide updates on the following: <ul style="list-style-type: none"> – Location of hazardous material sites such as chemical storage facilities and tax lots that are known or suspected to be contaminated that may be impacted by an event – the status of any known spills or active clean ups |

| | |
|---|---|
| Reports to: Emergency Services Branch Director | <ul style="list-style-type: none">• Serve as liaison for all communication with OFSM HazMat Teams |
| Law Enforcement Group Manger | |
| Staffed by: MSCO Representative Reports to: Emergency Services Branch Director | <ul style="list-style-type: none">• Provide updates on the following:<ul style="list-style-type: none">– The number of active MSCO responding to an emergency– The status of active or potential security threats– Road closures and traffic rerouting• Serve as liaison for all communication with MCSO |

Figure ES-1: County EOC Structure



6.0 CAPABILITY SUSTAINMENT

6.1 ANNEX DEVELOPMENT AND MAINTENANCE

The assigned primary agencies are responsible for the development and maintenance of this Annex including coordination and engagement with supporting agencies to inform updates. At a minimum, this Annex should be reviewed on an annual basis.

6.2 TRAINING AND EXERCISES

The City Manager, in coordination local supporting government agencies, are responsible for integrating emergency services into the City's training and exercise program and providing guidance to partners and cooperators on training requirements and standards. Each partner/cooperator is responsible for ensuring and documenting that personnel have received the appropriate training.

APPENDIX A RESOURCES AND REFERENCES

RESOURCES

LOCAL AND REGIONAL

- Multnomah County Community Wildfire Protection Plan
- Multnomah County Hazardous Materials Response Plan

STATE

- State of Oregon Emergency Operations Plan
- ESF 2, Communication
- ESF 4, Firefighting
- ESF 9, Search and Rescue
- ESF 10, Hazardous Material
- ESF 16, Law Enforcement
- Oregon State Emergency Alert System Plan.
- Oregon State Search and Rescue Program, Region 4
- Oregon Fire Service Mobilization Plan

FEDERAL

- National Response Framework,
- ESF 2, Communications
- ESF 4, Firefighting
- ESF 11, Agriculture and Natural Resources
- ESF 13, Public Safety and Security
- National Disaster Recovery Framework, Infrastructure Services RSF
- National Response Framework

APPENDIX B 9.021 COMMUNITY EMERGENCY NOTIFICATION SYSTEM (CENS)



Bureau of Emergency Communications Policy & Procedure

City of Portland, Oregon

9.021 Community Emergency Notification System (CENS)

Defines procedure to activate the Community Emergency Response System (CENS).

I) General

- A) Everbridge is the CENS used in Multnomah County.
 - i. Adjoining PSAP(s) are advised to make notifications to residents in their jurisdictions.
- B) CENS is used to alert and provide official emergency notification to community members in any area of Multnomah County using landline telephones, cell phones, email, and text messaging. Portland Bureau of Emergency Management (PBEM) Duty Officers receive all CENS issued and will monitor the incident.
- C) **BOEC will be the primary point of contact and alert sender for all police and Fire agencies needing to make an immediate activation for life safety.**
 - i. BOEC collects pre-defined information for Police/Sheriff and Fire CENS activations and activates the CENS directly.
 - ii. Alerts should be launched within 15-minutes of obtaining all request information.
 - iii. If the BOEC Supervisors are unable to launch the CENS within 15-minutes, they may page the PBEM Duty Officer to assist in launching the alert.
 - iv. The preapproved templates BOEC will launch for Police/Sheriff and Fire include:
 - 1. Bomb Threat – Evacuate/stay indoors.
 - 2. Suspicious Device – Evacuate/stay indoors.
 - 3. Gas Leak – Evacuate/stay indoors.
 - 4. Hazardous Materials Incident – Evacuate/stay indoors.
 - 5. Police Activity – Evacuate/stay indoors, Call/Don't call 9-1-1
- D) **PBEM will initiate CENS alerts for:**
 - i. Other City/County bureaus/departments beyond Police/Sheriff and Fire or outside of the templates listed above.
 - ii. Emergencies resulting in ECC or EOC activations.
 - iii. Alert over 1 mile or more in radius in urban areas, or alerts over 4 miles in radius in rural areas.
 - iv. Alerts that reach over 100,000 contacts.



Bureau of Emergency Communications Policy & Procedure

City of Portland, Oregon

- v. Emergencies where multiple alerts are being requested and it's disrupting BOEC Supervisors ability to do their jobs.
- vi. Some examples: flooding, emergency boil water notices, heat and cold events, alerts impacting large geographic areas.
- vii. Note: PBEM Duty Officers take approximately 20-minutes to call in, gather the information, and send the notification.

E) CENS is appropriate to use upon request of an Incident Commander (IC) when a situation includes the following criteria:

i. WHEN TO USE CENS:

- 1. Situation is imminent (time critical)
- 2. Situation poses a threat to life, safety, and/or property.
- 3. The public must be provided with an action (stay indoors or evacuate).
- 4. Incident larger than a two-block radius or in a high-density area.
- 5. Incidents that will take longer than 15-minutes to resolve AND in situations where notification via traditional means (e.g., door to door) would take longer than 15-minutes or be unsafe for first responders.

ii. WHEN NOT TO USE CENS:

- 1. If no public action is necessary (i.e., stay indoors/evacuate)
- 2. If notification can be accomplished safely within 15-minutes via a traditional notification means (i.e., door to door)
- 3. If the incident will resolve within 15-minutes.
- 4. Overnight alerts that ask resident to stay indoors are not well received and should only be used if there is an imminent threat to the community.

F) CENS alerts are not geo-location based.

- i. Everbridge has access to published and unpublished landline telephone databases.
- ii. A CENS alert only reaches the records associated with addresses inside an impacted area.
- iii. A CENS alert is not the same as a Wireless Emergency Alert (WEA). PBEM launches WEAs on behalf of the City and County. WEAs send text-message like alerts to all cell phones in an area based on a person's location.



Bureau of Emergency Communications Policy & Procedure

City of Portland, Oregon

G) Alert messages are pre-approved templated saved in the system and have been translated into 10 other languages, besides English, that are commonly spoken in Multnomah County. However, only the English alert may have specific location information added to the alert, because it is unfeasible to translate added information on the fly. All 11 alerts are sent simultaneously with the push of one button.

H) Only a named Incident Commander is authorized to request the activation of the CENS through BOEC.

II) Call Taker

A) Transfer any calls requesting CENS activation to a supervisor.

III) Dispatcher

A) Upon receiving a request for a CENS activation, advise the Incident Commander (IC) or PIO (or designee) to call the BOEC supervisor.

IV) Supervisor

A) Gather the following information upon receiving a request for a CENS activation:

- 1) Incident Commander's rank/name/contact information:
- 2) Time message requested:
- 3) Jurisdiction
- 4) Location of Event (Street Address)
- 5) Choose one of the 6 templates based on threat and Incident Commander field decisions (evacuate vs. stay indoors, call/don't call 9-1-1)
 - a. Bomb Threat
 - b. Suspicious Device
 - c. Gas Leak
 - d. Hazardous Materials Incident
 - e. Police Activity
 - f. PAGE THE PBEM DUTY OFFICER IF THE SITUATION DOES NOT FIT THE ABOVE SCENARIOS, and request they assist with a non-templated CENS.
- 6) Field Decision – Notification Area
- 7) Field Decision - Emergency Instructions (choose one):
 - a. Circle in miles radius.



Bureau of Emergency Communications Policy & Procedure

City of Portland, Oregon

b. Area in blocks – example: 2 blocks from X address.

i. This will result in launcher drawing a polygon at least 2 blocks in each direction from the address. Launchers will do their best to approximate a “block” in areas that are not on a square grid.

B) Launch the initial alert via Everbridge.

i. See attachment 1 for the step-by-step instructions.

C) Launch the All-Clear alert.

i. Upon request from the IC, an All Clear alert can be launched from Everbridge.

ii. Dispatchers and Supervisors can prompt the IC for an All Clear authorization upon de-escalation of the incident.

D) Respond to False Alerts:

i. If an alert was sent in error, the BOEC Supervisor should STOP the system as soon as possible.

ii. If alerts were sent, the Supervisor will send a False Alert message, so the community members know no action is required.

iii. Notify the PBEM Duty Officer and the PBEM/BOEC PIO.

Definitions

- None **References**

- None

Education & Review Schedule

- TBD

- TBD

Attachment 1.

Activate CENS Notification



Bureau of Emergency Communications Policy & Procedure

City of Portland, Oregon

- Log into Everbridge: <https://manager.everbridge.net/login>
- Ensure you are using the correct role (LIVE or TRAINING)
- Click "Launch Incident" button
- Select a template from the Scenario template list on the left pane
- Enter a "Polygon Selection & Name" (Descriptive, not public)
- Click "Manage Shapes(0)" above the form field
- Search for the street address of the incident
- Draw the notification area requested by the incident commander using the circle, polygon, or rectangle toolbar on left side
- Click the blue "Use These Shapes" button in the bottom right of the map box
- Check that the form field now displays "Manage Shapes(1)"
- Fill out the scenario form field "Location"
 - NOTE: This is public. Use *intersections and spell out all directional and street titles*
- Click blue "Review and Send" button
- Review the English templates for accuracy
- Listen to voice message for accuracy and intelligibility
- Once the English template looks and sounds right, press blue "Send" button

Clearing CENS Notification

- On the Open/History page for launched alerts, click the title of the Scenario/template sent
- Click "Close Incident" and "Send a notification"
- Click "Yes"
- Click blue "Review and Send" button
- Click the blue "Send" button, bottom right

False Alerts (Notify PBEM Duty Officer of False Alert)

- On the Open/History page for launched alerts, click the title of the Scenario/template sent
- Stop the English template first
 - Under Status on the left, click "Actions" and select "Stop" from the drop-down menu
 - Click "Yes."
- Repeat for all 10 non-English alerts until all are stopped.
- If any English messages were sent....
 - Click "Actions" next to the English alert status, and select "Send Follow Up"
 - Select any Confirmed, Not Confirmed, or Confirmed Late contacts.
 - Click "Next"
 - Under Individual Incidents, select the False Alert Message
 - From the drop-down box, select the alert sent in error
 - Click "Next"
 - Review the template
 - Ensure "CLOSE incident after successful send" is unchecked
 - Click "Review and Send"
 - Click the blue "Send" button, bottom right.

REFERENCES

National Infrastructure Protection Plan, Communications Sector-Specific Plan

Emergency Communications of Southern Oregon. Website: <https://ecso911.com/>. Accessed 2025.

FEMA. 2019. Emergency Support Function Annexes. Website: <https://www.fema.gov/media-library/assets/documents/25512>. Accessed 2025.

Oregon ARES/RACES. 2020. Amateur Radio. Website: <http://www.oregonaresraces.org/wp-content/uploads/2014/08/ARES-Promotional.jpg>. Accessed 2025.

Oregon Emergency Management. ND. Oregon State Emergency Support Function (ESF) Quick sheets. Website:
https://www.oregon.gov/OEM/Documents/Oregon_ESF_Descriptions_One_Page_Job_Aid.pdf. Accessed 2025.



City of Troutdale

Emergency Operations Plan

HEALTH AND HUMAN SERVICES
FUNCTIONAL ANNEX







Last Updated: APRIL 2025



1.0 INTRODUCTION

The Health and Human Services Functional Annex to the City EOP provides critical information used throughout an incident to best support and maintain the health and well-being of the community. Given the City's limited resources for providing emergency health and human services, this Annex describes each associated emergency support function (ESF) and how the City can support its partners in conducting the activities part of each. Table HHS-1 provides an overview of the Health and Human Services Annex and the activities it is designed to support.

Table HHS-1 Health and Human Services Overview

| | | |
|--|---|--|
| Key ESFs <i>See Section 3 – Purpose and Scope and Section 4- Health and Human Services</i> |  | ESF 6 – Mass Care |
| |  | ESF 8 – Health and Medical |
| |  | ESF 11 – Food and Water |
| |  | ESF 17- Agriculture and Animal Protection |
| Lifelines Supported |  | Provide food, wate, and shelter for the community.. |
| |  | Provide for the physical and behavioral health of the community. |
| Lead Primary Agencies <i>See Section 5 – Whole Community Management and Section 6 – Roles and Responsibilities</i> | Multnomah County Health Department, Department of County Human Service (DCHS), Gresham Fire Department, American Medical Response | |
| Role in EOC <i>See Section 5- Health and Human Services Branch in the EOC</i> | Operations Section – Health and Human Services Branch | |

1.1 PURPOSE AND SCOPE

This Annex provides a framework for how the City coordinates with their whole community of partners during an emergency where the normal delivery of medical, health and social services is disrupted; or in situations where the health and medical needs of the City's community overwhelm local capability and capacity.

This Annex is designed to support an integrated approach to health and human services systems through the acts of coordination, recommendations, and resource requests around the ESFs that focus on the functions presented in Table HHS-2.

| Table HHS-2 Health and Human Services Support Functions | |
|---|---|
| ESF 6 Mass Care | <p>Coordinate efforts to:</p> <ul style="list-style-type: none">• Assess community impacts from an emergency and support efforts to address unmet human needs.• Provide shelter for individuals and households displaced by an emergency or disaster.• Provide mass feeding operations and distribute bulk supplies.• Connect displaced individuals and households with temporary and longer-term housing solutions.• Coordinate resources for persons with access and functional needs during an emergency or disaster.• Provide emergency first aid assistance for large numbers of people.• Gather and make available disaster welfare information on impacted individuals and households.• Connect individuals and households in the community with assistance programs. |
| ESF 8 Health and Medical | <p>Coordinate efforts to:</p> <ul style="list-style-type: none">• Assess impacts to public health, emotional well-being, and healthcare from an emergency and support efforts to stabilize those systems.• Identify persons with medical needs and coordinate the appropriate care and required movement of those persons within impacted areas or shelters.• Monitor, investigate and control potential threats to human health through proactive and ongoing surveillance and response measures.• Distribute medical countermeasures and/or non-medical interventions.• Conduct mass casualty and mass fatality operations when the number of injured or deceased that result from an emergency exceeding local capabilities.• Provide public health and medical information in coordination with the Public Information Officer (PIO). |
| ESF 11 Food and Water | <p>Coordinate efforts to:</p> <ul style="list-style-type: none">• Provide nutrition assistance and coordinate to obtain needed food and water supplies.• Provide environmental health services including food and water safety, foodborne disease surveillance and investigations, water quality testing and surveillance |
| ESF 13 Agriculture and Animal Protection | <p>Coordinate efforts to:</p> <ul style="list-style-type: none">• Assess the impact of an emergency or disaster on agriculture, animals and natural and cultural resources.• Assist in the care and shelter of service animals, pets and livestock.• Protect natural and cultural resources including efforts to preserve, conserve, and rehabilitate those resources. |

2.0 HEALTH AND HUMAN SERVICES IN THE CITY

The City does not have a Health and Human Services Department and, for this reason, significant challenges in responding to the ESFs detailed above due to limited resources and capacity. Given these constraints, the City relies heavily on coordination with County and neighboring jurisdictions to request and mobilize necessary supports during emergencies. This collaborative approach ensures that the City can effectively address the needs of its residents despite its resource limitations.

The following sections include a brief overview of the ESFs that collectively make up health and human services in the City. The descriptions are not intended to be an exhaustive list of features and concepts but, rather, provide the City with a broad overview of the respective ESFs in order to best coordinate with and make necessary requests for support and resources from neighboring primary and supporting agencies.

Each ESF consists of key functions. Key functions group together activities that are critical to the performance of the ESF (e.g., damage assessment is a key function to ESF 3 – Public Works). The key functions can be completed and understood by either primary or supporting agencies.

2.1 MASS CARE

Capability: Provide life-sustaining and human services to the affected population, to include sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.

Primary City/County Departments: City Manager in coordination with Department of County Human Services (DCHS)

EOC Coordination (County): Operations Section- Health and Human Branch, Care and Shelter Group

Related ESF: ESF 6 – Mass Care

Emergencies or disasters can necessitate evacuation of people from residences, which may be temporarily uninhabitable, damaged or destroyed. Provision of care and programs may consist of working with the County or neighboring jurisdictions to make facilities and services available. Key activities for providing mass care that may need to be performed during an emergency include:

- Establish and coordinate the provision of mass care services to impacted communities and disaster responders an effective communication system for use in a disaster.
- Coordinate the provision of temporary shelters or long-term housing.
- Provide human services and disaster assistance throughout response, including emergency first aid, medical assistance, providing information on victims to family members.

- Coordinate and oversee that individuals with access and functional needs receive modifications as needed in both the provision of care, delivery of messaging and in access to services.

2.1.1 SHELTERS AND CENTERS

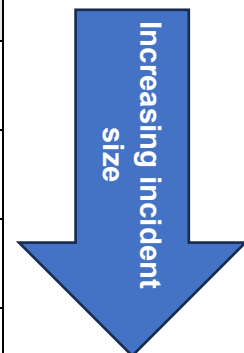
During an event that requires citizens to evacuate from their homes or places significant stress on the local unhoused population, mass care facilities will need be activated. These facilities can typically be classified as either:

- Shelters – secure locations that provide individuals with overnight lodging, basic nutrition, sanitation facilities, and basic first aid.
- Centers – locations supported by backup energy or other unique resources that allow it to provide a needed community input such as warming, cooling, or general medical care but not intended to provide overnight lodging.

City-Level: The City is responsible for identifying suitable mass care facilities within its jurisdiction then collaborating with property owners to develop agreements to use their sites during an event that requires mass-sheltering. The City’s mass care capabilities are limited to moderate heat waves and cold snaps. In the event individuals are evacuated, the City should first encourage the displaced persons to obtain housing with family or friends or in commercial facilities before seeking public assistance.

County-Level: When an event requires overnight lodging, the City Manager will contact the Department of County Human Services (DCHS) via their duty officer (or County EOC if activated), then follow up with an email detailing the request. DCHS, in collaboration with the Red Cross, will activate its predesignated shelters, staff them with available personnel, and stock them with the appropriate resources. Furthermore, the County maintains existing shelter for unhoused individuals that the City can direct individuals to through the Joint Office of Homeless Services.

| Mass Care Location Options |
|--|
| City cooling and warming centers |
| Predesignated sheltering sites requested through DCHS and supported by the local Red Cross chapter ¹ |
| General purpose tents provided by Oregon National Guard through ODEM request |
| Temporary buildings and offices requested via the Federal Coordination Officer if a Presidential Declaration is received |



¹ Pets are not allowed in Red Cross shelters other than service animals, and alternate locations will need to be identified for household pets.

The City Manager will coordinate and assist with identifying alternative housing for displaced persons who cannot return to their homes (and need more than temporary lodging in a shelter) and with recommendations for accomplishing repair and restoration of the property.

2.1.1.1 ACCESS AND FUNCTIONAL NEEDS POPULATION CONSIDERATION

Disaster survivors with access and functional needs (AFN) may require tailored assistance to meet their necessary needs (food, clothing, housing, medical, and financial). Groups that fall within this designation include vulnerable populations and special needs groups (e.g. elderly, handicapped, and non-English-speaking residents).

To understand the distribution of AFN populations in the City, leverage the following resources:

- DCHS maintains an address list for all individuals in the County receiving a case manager for care.
- ODHS's Division of Resilience and Emergency Management (OREM) can provide a common operating picture of the location and number of ODHS owned or licensed facilities, individuals receiving ODHS in-home services, and individuals defined as medically frail.

Specialized Transportation to Shelters and Centers:

On a day-to-day basis, the State Medicaid program is responsible for providing paratransit services to qualifying individuals in the City. In the event of an emergency, however, the City Manager can request DCHS to activate transportation resources through existing contracts to move individuals listed in their case manager care database.

In the event a local declaration is made by the City, advanced Oregon 211 Services will be made available to the City through which rideshare apps such as Lyft and Uber can be activated to assist in the transportation of individuals, specifically those with access and functional needs.

2.1.1.2 STAFFING SHELTERS AND CENTERS

To the extent possible, the City should amass volunteers and employees to staff the basic functions of the mass care/shelter facilities. Mental health support, logistical support and communication support at facilities will be requested from DCHS or the Red Cross as necessary by the City Manager. DCHS or the Red Cross may also be asked to assist with and/or manage citizen registration and provide basic medical services to shelter residents. All Red Cross support will be driven by capacity and availability.

DCHS will assess special needs population groups within the shelters and regularly update the Vulnerable Population Registry available to all citizens within the County.

2.1.2 BULK DISTRIBUTION OF EMERGENCY RELIEF SUPPLIES

Bulk distribution of emergency relief items such as food, water, ice, clothing, and blankets will be managed and coordinated at established sites. The City Manager will coordinate with the

Red Cross, Salvation Army and local foodbanks for the provision of these items and staffing of the distribution sites.

2.1.3 DISASTER ASSISTANCE PROGRAM

Upon a Presidential disaster declaration, Disaster Application/Assistance Centers (DAC) may be established by MCEM and coordinating response partners. While the City will not have the capacity to establish a DAC, there may be requests to help coordinate and/or manage their impacted community's need.

In addition to numerous grant and assistance programs available through a DAC, the Individual and Family Grant Program provides grants to meet those disaster-related necessary expenses or serious needs.

Typically, DACs are set up at local schools, churches, and community centers; the City and County PIOs will be responsible for informing the community where to find their DACs. Once a DAC is established, individuals can meet with local, State, Federal, and volunteer agency representatives to apply for disaster assistance. The following services may be made available to impacted individuals through the DAC:

- Temporary housing for disaster victims whose homes are uninhabitable as a result of a disaster.
- Essential repairs to owner-occupied residences in lieu of temporary housing so that families can return to their damaged homes.
- Disaster unemployment and job placement assistance for those unemployed as a result of a major disaster.
- Disaster loans to individuals, businesses, and farmers for refinancing, repair, rehabilitation, or replacement of damaged real and personal property not fully covered by insurance.
- Individual and family grants to meet disaster-related expenses and other needs of those adversely affected by major disasters when they are unable to meet such needs through other means.
- Legal counseling to low-income families and individuals.
- Crisis counseling and referrals to mental health agencies to relieve disaster-caused mental health problems.
- Assistance with the completion of applications to receive disaster loans, food stamps, disaster unemployment assistance, disaster legal services, veterans' assistance, etc.
- Family reunification: As requested and able, the Red Cross will establish a Disaster Welfare Inquiry Operation to answer requests from relatives and friends concerning the safety and welfare of evacuees or those in disaster areas. Welfare inquiry listings and registration listings will be coordinated with the City Manager or County EOC and law enforcement agencies for comparison with missing persons lists.
- Other specific programs and services as appropriate to the disaster.

The Federal Emergency Management Agency (FEMA) is responsible for operating the DAC. Refer to FEMA's Public Assistance Program and Policy Guide (FP 104-009-2) for more information.

2.2 HEALTH AND MEDICAL

Capability: The coordination and provision of procedures and resources to support health and medical care during a time of emergency and/or a developing potential health and medical situation.

Primary City/County Department(s): City Manager in coordination with County Health Department

EOC Coordination (County): Operations Section- Health and Human Branch- Care and Shelter Group; Public Health and Healthcare Group

Related ESF: ESF 6 – Mass Care; ESF 8- Health and Medical

Key activities for providing health and medical services that may need to be performed during an emergency include:

- Support local agencies as they assess and identify public health and medical needs in impacted jurisdictions then implement plans to address those needs.
- Identify resource needs and make requests through the City/County EOC as needed.
 - Monitor and coordinate resources with the County and neighboring jurisdictions to support care and movement of persons with medical needs in impacted areas.
- Coordinate the provision of medical services at mass care facilities.
- Support monitoring, investigating, and controlling potential or known threats to human health of environmental origin.
- Monitor need for and coordinate resources to support disaster behavioral health services, including support for responder safety and health needs.

2.2.1 HEALTHCARE SERVICES

Healthcare services in the City are provided by County or neighboring jurisdictional hospitals and private healthcare providers. County agencies are part of the Oregon Health Authority (OHA) Hospital Preparedness Program Region 5.

In an epidemiological event in the City, providers will report all disease cases to the County Health Department who will then provide these numbers to the proper State reporting entity. The County Health Department, with direction from the State, will determine the proper response; to support this, the City may be asked to identify and prepare potential testing and dispensing sites within its boundaries.

2.2.2 EMERGENCY MEDICAL SERVICES

Emergency medical services are provided to the City through existing agreement with American Medical Response (AMR) ambulatory services, Gresham Fire Department, and the Multnomah County Health Department (MCHD). These include mental health treatment for both citizens and first responders.

During a mass casualty event impacting the City, the City Manager or Police Chief will request AMR and Gresham Fire Department to establish and staff medical care points and triage sites at strategic points in or near the impact area depending on the hazard. MCHD would be requested to provide personnel to continuously staff these sites and support DCHS with the provision of basic medical services at mass care facilities.

2.3 FOOD AND WATER

Capability: Identify food and water related needs in the aftermath of a disaster or emergency; Coordinate the retrieval, transportation to and distribution of these resources the impacted area.

Primary City/County Department: City Manager in coordination with Department of County Human Services (MCHD) Salvation Army Gresham Food Distribution Center

EOC Coordination: Health and Human Branch- Care and Shelter Group; Public Health and Healthcare Group

Related ESF: ESF 6 – Mass Care; ESF 11- Food and Water

Key activities for providing food and water that may need to be performed during an emergency include:

- Assessment of food and water needs for areas impacted by disaster.
- Identification of food and water resources through the County and/or neighboring jurisdictions.
- Adherence to safe consumption policies, including collection, sorting, and monitoring expiration dates of all food and water supplies.
- Coordinate with ESF 6 and 8 in the provision of clean and accessible food and water.
- Storage of food and water resources, and monitoring.
- Monitoring the collection and sorting of all food and water supplies and establishing procedures to ensure that they are safe for consumption.

Locally, the City can coordinate with the Salvation Army Gresham Food Distribution Center located at 473 SE 194th Ave. to procure food supplies and assist in distribution.

For enhanced support, the City Manager will contact the Oregon Housing and Community Services (OHCS) to leverage their Temporary Emergency Food Assistance Program (TEFAP) and the Oregon Food Bank. According to need and incident specific impact, the City will identify food distribution sites per event.

2.3.1 MASS FEEDING AND HYDRATION PLANNING CONSIDERATIONS

Mass shelters and centers pose unique risks for food insecurity and the spread of infectious disease through improper food preparation and water-borne illnesses from unclean water. To mitigate these risks, the following planning considerations must be understood:

- Shelters and centers must have access to clean water for cooking and hygiene.
- Proper food preparation must be strictly adhered to by all shelter and center workers.
- Service animals and household pets may be present at feeding sites.
- Feeding activities will account for individuals with access and functional needs.
- To the extent possible, shelters and centers should meet the dietary preferences of individuals with food sensitivity (e.g., allergies), ethnic and religious dietary restrictions, low-sodium diets or other reasonable requests for accommodation. Many vegetarian and vegan options can accommodate these needs. Feeding sites should aim for at least 10% of meals to be vegetarian.

2.3.2 MANAGEMENT OF FOOD AND WATER SERVICES

Personnel conducting mass feeding and hydration operations will need to develop a plan with the following information:

- The scalable mass feeding strategy that will guide the City in feeding displaced or stationary populations after a natural or human caused disaster.
- How providing access to a mass feeding system will be compliant with the National Incident Management System (NIMS) and relevant City, County, State, and Federal laws.
- The size and scope of the incident to determine anticipate feeding-related needs.
- The location of need (i.e.- rural vs. urban; high vs. low resources; access, etc.).
- The appropriate type(s) of necessary feeding sites.

In accordance with the plan developed, the City Manager will assist MCHD in making role assignments to City personnel to support feeding sites such as checking all food goods before distribution.

2.4 AGRICULTURE AND ANIMAL PROTECTION

Capability: Coordinate the City's response for animal and agricultural issues and protection of the state's natural resources in case of an emergency or disaster

Primary City / County Department: City Manager in coordination with Multnomah County Animal Services

EOC Coordination: Operations Section- Health and Human Branch- Animal and Agriculture Group

Related ESF: ESF 17 – Agriculture and Animal Protection

Key activities for providing agriculture and animal protection that may need to be performed during an emergency include:

- Coordinate animal and plant disease response as well as pest surveillance.
- Coordinate response to an outbreak of a highly contagious or economically devastating animal/zoonotic disease, an outbreak of a highly infective exotic plant disease, or an economically devastating pest infestation.
- Remove and dispose of animal carcasses.
- Release information to the public about quarantine areas, rabies alerts, and other animal related issues.
- Support the evacuation and safe enclosure of animals from an impacted area.
- Ensure that animal/veterinary/wildlife issues during a disaster are supported.
- Protect natural resources from natural or human-made disasters.

2.4.1 HOUSE PETS IN DISASTER

The City, in coordination with DCHS, will identify mass shelter/center locations in which individuals and families can bring their non-service household animals with them since the Red Cross does not allow animals in their shelters.

2.4.2 LARGE ANIMALS IN DISASTER

The City may contain properties that have larger animals such as horses, goats, chickens, cattle, and pigs; however, no commercial farm animal operations are apparent. In the event that an evacuation order impacts property owners with these animals, the City Manager will contact the Multnomah County Animal Services Division to assist owners with the movement of these animals if they cannot do it themselves. The Animal Services Division will activate contracts with partner organizations such as Sound Equine to move the larger animals like horses and cattle. It is then up to the City to establish shelter sites to safely contain these animals such as school sports fields and city parks.

3.0 WHOLE COMMUNITY HEALTH AND HUMAN SERVICES

The activities required to assess and restore health and human services systems during an emergency rely on a cooperative effort that involves a whole community of partners including local, state, and federal agencies alongside public and private cooperators and partners. Table HHS 3 identifies Whole Community Partners including City, County, State, Federal and Community partners who may be part of a coordinated response and recovery effort.

| Table ES-3 Health and Human Services Supporting Agencies, Cooperators, and Partners Agencies | | | | |
|--|--|---|--|--|
| Mass Care | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> Reynolds School District | <ul style="list-style-type: none"> Multnomah Department of County Human Services (DCHS) | <ul style="list-style-type: none"> Oregon Department of Human Services Oregon Department of Emergency Management Oregon National Guard | <ul style="list-style-type: none"> FEMA US Department of Health and Human Services | <ul style="list-style-type: none"> American Red Cross Northwest Oregon Chapter |
| Health and Medical | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> Gresham Fire Department | <ul style="list-style-type: none"> Multnomah County Health Department | <ul style="list-style-type: none"> Oregon Health Authority Oregon Department of Environmental Quality | <ul style="list-style-type: none"> U.S. Coast Guard U.S. Department of Health and Human Services OSHA | <ul style="list-style-type: none"> American Medical Response (AMR) American Red Cross Northwest Oregon Chapter |
| Food and Water | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> Troutdale Executive Department | <ul style="list-style-type: none"> Multnomah Department of County Human Services (DCHS) | <ul style="list-style-type: none"> Oregon Housing and Community Services (OCHS) Oregon Food Bank | <ul style="list-style-type: none"> U.S. Department of Health and Human Services | <ul style="list-style-type: none"> Salvation Army Gresham Food Distribution Center |

| Agriculture, Animals, and Natural Resources | | | | |
|---|---|--|---|--|
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none">• N/A | <ul style="list-style-type: none">• Multnomah County Animal Services Division | <ul style="list-style-type: none">• RDPO Animal MAC Group• Oregon Department of Agriculture | <ul style="list-style-type: none">• Department of Agriculture• Department of Fish and Wildlife | <ul style="list-style-type: none">• Oregon Humane Society• Sound Equine |

4.0 ROLES AND RESPONSIBILITIES

The following roles and responsibilities are intended to provide partners and all users of this Annex with a shared understanding of the tasks they may be asked to perform or support during an emergency. All assigned agencies are responsible for developing procedures to guide the execution of these tasks.

See the Multnomah County EOP Support Annexes 8, 9, and 11

State of Oregon EOP and National Response Framework (NRF) for state and federal roles and responsibilities.

4.1 ALL HEALTH AND HUMAN SERVICES PARTNERS

- ☐ Implement continuity of operations procedures to continue essential functions.
- ☐ Provide situation status updates to the EOC when requested.

4.2 PRIMARY DEPARTMENTS/AGENCIES

4.2.1 CITY MANAGER

- ☐ Request support from the County partners assigned in this annex for health and human services emergencies.
- ☐ Allocate City resources to health and human services activities as requested.

4.2.2 CITY DEPARTMENT OF PUBLIC WORKS

- ☐ Provide coordinated planning and logistical support as able and as requested.
- ☐ Ensure roads are clear of debris through direct removal of debris on routes to and from hospitals and healthcare facilities.
 - ☐ Assess transportation routes and ensure safe passage for vulnerable populations and those with access and functional needs.
- ☐ Manage traffic to facilitate the movement of emergency vehicles and personnel.
- ☐ Ensure that water supply systems are operational, and that potable water is available to shelters, hospitals and health care facilities, and other response facilities.
- ☐ Support MCEM, Gresham Fire Department and County Sheriff's Office in rescue and evacuation operations.

4.2.3 MULTNOMAH DEPARTMENT OF COUNTY HUMAN SERVICES (DCHS)

- ☐ Coordinate with the Red Cross, MCEM and other local, state and federal partners as needed.
- ☐ Activate and deactivate mass care, housing and human services support.
- ☐ Identify and make available shelter for persons displaced from their residences.
 - ☐ Coordinate with Red Cross on shelter staffing and delivery of services.

- ☐ In the absence of the Red Cross, coordinate the distribution of donated clothing and other bulk emergency relief supplies.

4.2.4 COUNTY DEPARTMENT OF HEALTH

- ☐ Establish priorities to serve as a basis for emergency public health service operations.
- ☐ Provide a liaison between the EOC and health service agencies, including coordination of:
 - ☐ Medical laboratory services.
 - ☐ Health education and outreach.
 - ☐ Collection, identification, storage and dispatch of deceased victims.
- ☐ Coordinate information, status and resource requests among private medical facilities, business and industry for emergency medical services, laboratory and sanitation services required in support of countywide emergency operations in cooperation with the EOC.
- ☐ Provide information to first responders, health care providers, and the public.
- ☐ Provide communication and education to the public on the prevention of and management of communicable diseases.
- ☐ Maintain a legal record of emergency operations.
- ☐ Determine the need for and establish isolation or quarantine locations in accordance with ORS 431.440, 431.530, and 433.121 to 433.220.
- ☐ Medical providers will submit reports of the presence of reportable contagious infections or disease clusters to the County Health Department.
- ☐ Coordinate with drinking water providers to ensure the absence of contaminants in drinking water.
- ☐ Prepare and maintain emergency public health preventive measures and regulations to control and restrict communicable disease; develop plans needed for the operation of mass vaccination programs; develop plans to assist in the isolation and quarantine of contagious persons.
- ☐ Coordinate the provision of disaster mental health services.
- ☐ Coordinate with FEMA, local voluntary agencies, and other agencies.

4.2.5 GRESHAM FIRE DEPARTMENT

- ☐ Provide escort for emergency injury transport.
- ☐ Provide emergency medical services in coordination with AMR.
- ☐ Assist with transportation and provision of food and water services.

4.2.6 MUTLONOMAH COUNTY SHERIFF'S OFFICE

- ☐ Provide escort for emergency injury transport.

- ☐ Provide traffic control and crowd control during large scale events that may overwhelm public health and medical staff.

4.2.7 OREGON METRO

- ☐ Establish regional evacuation routes and plans with specific procedures for evacuating facilities and homes for individuals with access and functional needs.

4.2.8 MULTNOMAH COUNTY ANIMAL SERVICES DIVISION

- ☐ Assist residents with moving their animals to determined holding areas (typically parks and athletic fields) and request assistance from partners as necessary.
- ☐ Ensure veterinary support is available at animal holding areas.

4.3 SUPPORTING AGENCIES, COOPERATORS, PARTNERS

4.3.1 AMERICAN RED CROSS

- ☐ Provide shelter damage assessment, feeding, distribution of emergency relief items, case management, basic first aid and behavioral health services.
- ☐ Provide information on the status of American Red Cross managed care and shelter operations to the EOC and Public Information Officer (PIO), as necessary.
- ☐ Process inquiries from concerned families outside the disaster area.
- ☐ Support the operations and staffing of mass care facilities as capacity and capabilities allow.

4.3.2 AMERICAN MEDICAL RESPONSE (AMR)

- ☐ Provide ground and air emergency ambulance services.
- ☐ Coordinate with Gresham Fire Department in the initial set up and establishment of triage sites during a mass casualty event.

4.3.3 SALVATION ARMY GRESHAM FOOD DISTRIBUTION CENTER

- ☐ Provide food and water supplies.
- ☐ Assist with the distribution of bulk supplies.

5.0 HEALTH AND HUMAN SERVICES BRANCH IN THE EOC

The Health and Human Services Branch may be activated to support the Operations Section within the EOC when an incident becomes increasingly complex. The Care and Shelter, Public Health and Healthcare, and Animal and Agriculture Groups can be activated under this branch as needs arise. While it is understood that the City does not have the ability to staff an EOC of its own, this information is provided for awareness of what a full County EOC activation may consist of.

5.1 ACTIVATION

When enhanced coordination of emergency services is determined to be of need, the EOC Manager may delegate this task to the Operations Section Lead who may in turn activate a Health and Human Services Branch and assign a Branch Director. In most situations, the Health and Human Services Branch Director will be a representative from Multnomah or their designee. As a situation develops, the Operations Section Chief or Branch Director may activate groups to oversee activities for each Health and Human Services ESF: Mass Care (including Food and Water), Health and Medical, and Agriculture & Animal Protection.

Upon activation, each group will be assigned a Group Manager who is typically a representative from the City department or local agency with the most logical authority or capability. The Group Manager will be responsible for contacting the primary and supporting agencies associated with their ESF and requesting representation at the EOC.

Assigned primary agencies may choose to activate a Department Operations Center (DOC) to support coordination of emergency activities.

5.2 RESPONSIBILITIES

Table HHS-4 lists the typical staffing, reporting structure, and responsibilities of each position that may be activated within the Health and Human Services Branch. The general responsibilities of the Health and Human Services Branch include:

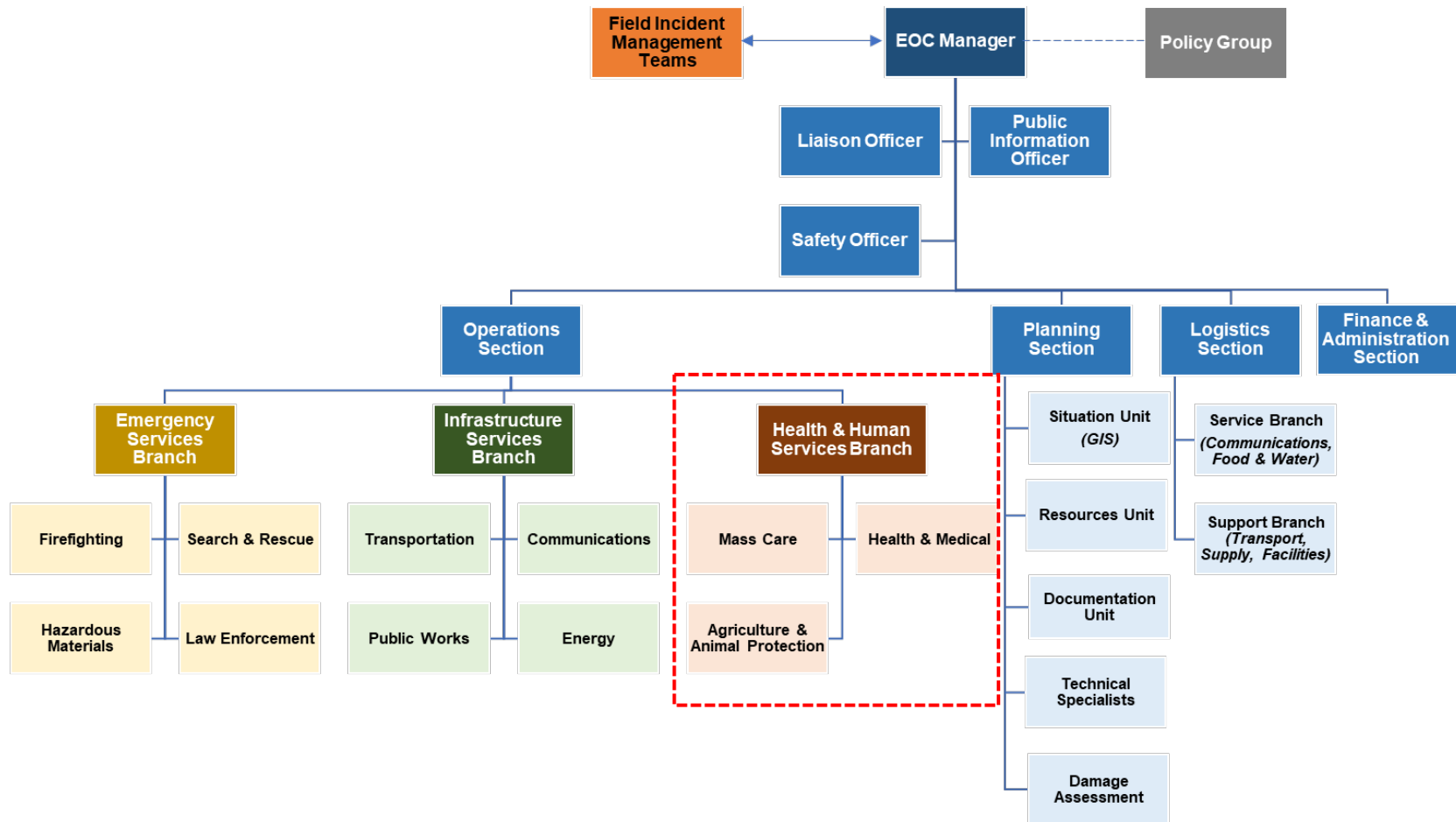
- Report the status of personnel available to support health and human services operations.
- Participate in EOC planning meetings and provide ESF specific inputs to the EOC Action Plan.
- Monitor and provide regular updates to the Operations Section Chief on the status of ongoing health and human services activities including resource needs that should be submitted to the Logistics Section.
- Provide information specific to health and human services as requested by the EOC PIO to support message development.

- Coordinate with local and state partners to access resources under existing mutual aid agreements.
- Coordinate ESF staffing to ensure the function can be staffed across operational periods.

| Table HHS-4: Health and Human Services Branch Positions and Responsibilities | |
|--|--|
| Health and Human Services Branch Director | |
| Position Details | Responsibilities |
| <p>Staffed by: Multnomah County Health Department Representative</p> <p>Reports to: Operations Section Chief</p> | <ul style="list-style-type: none"> • Serve as primary point of contact for ESF cooperators and partners. • In coordination with the Liaison Officer, facilitate communications and engagement with key external partners including: <ul style="list-style-type: none"> – Oregon Health Authority – Oregon Department of Environmental Quality – Area and regional hospitals and healthcare providers. – Other local agencies and organizations and internal city departments. • In coordination with the Planning section, gather situation status information such as: <ul style="list-style-type: none"> – Location of disaster and where large numbers of people can be safely transported to. – Temporary and permanent laws put into effect due to an emergency. – Emergency permits to restore affected natural resources. – Status of equipment and personnel available to support health and human services operations. • Maintain an emergency contact list and emergency resource inventory of health and human services assets. • Pre-identify potential emergency health and human services staging areas. • In coordination with the Operations Section Chief, support development of objectives and assign them to the appropriate ESF partners. |
| Mass Care Group Manager | |
| <p>Staffed by: Multnomah Department of County Human Services Representative</p> <p>Reports to: Health and Human Services Branch Director</p> | <ul style="list-style-type: none"> • Provide updates on the following: <ul style="list-style-type: none"> – Information of people entering a mass care facility. – The status of resource needs at each mass care facility established for the incident such as food supplies and status of potable water. • Continuously coordinate with the Red Cross and Multnomah DCHS to address staffing and resource needs at mass care facilities • In collaboration with Oregon Metro and Oregon 211, ensure that access and functional needs populations are receiving adequate transportation to mass care facilities. • Coordinate with Salvation Army and other partners to replenish food stocks. • Ensure proper food handling procedures are implemented at each site |

| Health and Medical Group Manager | |
|--|--|
| Staffed by: Multnomah County Health Department Representative Reports to: Health and Human Services Branch Director | <ul style="list-style-type: none">• Provide updates on the following:<ul style="list-style-type: none">– Status of injured, infected, or killed individuals due to an emergency.– Status of hospital capacity and services available.– Location for mass body burials and number of individuals buried.• Coordinate with Gresham Fire Department, County Health Department, and AMR to ensure medical resources are being prioritized for areas with the highest need |
| Agriculture and Animal Protection Group Manager | |
| Staffed by: Multnomah County Animal Services Division Reports to: Health and Human Services Branch Director | <ul style="list-style-type: none">• Provide updates on the following:<ul style="list-style-type: none">○ Status of injured, infected, or killed animals and livestock due to an emergency.○ Status of veterinary clinics and services available.○ Location for mass burials for animals and number of animals buried.• Coordinate with the County Animal Services Division and their partners to safely transport and care for the animals of impacted households and farms |

Figure 1 Health and Human Services in the EOC



6.0 CAPABILITY SUSTAINMENT

6.1 ANNEX DEVELOPMENT AND MAINTENANCE

The assigned primary agencies are responsible for the development and maintenance of this Annex including coordination and engagement with supporting agencies to inform updates. At a minimum, this Annex should be reviewed on an annual basis.

6.2 TRAINING AND EXERCISES

The City Manager, in coordination other local government agencies, are responsible for integrating health and human services into the City's training and exercise program and providing guidance to partners and cooperators on training requirements and standards. Each partner and cooperator are responsible for ensuring and documenting that personnel have received the appropriate training.

APPENDIX A REFERENCES AND REFERENCE

RESOURCES

LOCAL AND REGIONAL

- Multnomah County Emergency Operations Plan:
 - ESF 6, Mass Care
 - ESF 8, Health and Medical
 - ESF 11, Food and Water
 - ESF 17, Agriculture and Animal Protection

STATE

- State of Oregon Emergency Operations Plan
 - ESF 8, Health and Medical
 - ESF 6, Mass Care
 - ESF 11, Food and Water
 - ESF 17, Agriculture and Animal Protection
- Oregon Disaster Housing Strategy
- Oregon Behavioral Health All Hazard Response Plan
- Oregon Individuals and Households Program, Other Needs Assistance Agreement with FEMA Region X

FEDERAL

- National Response Framework
- ESF 8, Public Health and Medical Services
- ESF 6, Mass Care, Emergency Assistance, Temporary Housing and Human Services
- ESF 11, Agriculture and Natural Resources
- National Disaster Recovery Framework, Infrastructure Services RSF
- ARC and FEMA National Shelter System (NSS)

REFERENCES

Center for Disease Control Public Health Emergency Preparedness and Response Capabilities. Website:
https://www.cdc.gov/cpr/readiness/00_docs/CDC_PreparednesResponseCapabilities_October2018_Final_508.pdf

Federal Emergency Management Agency. 2019. Emergency Support Function Annexes. Website:
<https://www.fema.gov/media-library/assets/documents/25512>. Accessed June 2020.

Oregon Emergency Management. ND. Oregon State Emergency Support Function (ESF) Quick sheets. Website:
https://www.oregon.gov/OEM/Documents/Oregon_ESF_Descriptions_One_Page_Job_Aid.pdf. Accessed June 2020.

APPENDIX B BEHAVIORAL HEALTH CONCEPT OF OPERATIONS

SITUATION AWARENESS AND ACTIVATION

Ongoing situational awareness is another component vital to response activities, particularly in longer term events. Surveillance on damage, injuries, loss, and barriers to immediate needs should include the direct and indirect implications on mental health for all individuals and communities and should be monitored by trained personnel. Examples of triggers can include access to transportation, loss of medication or other health related supports, lack of access to specific food requirements, the provision of messaging and communications, loss or injury to loved ones, and other safety and security concerns. Maintaining situational awareness of behavioral health needs should be incorporated into all areas of mass care and sheltering. Inclusion of DBH in response- direct support services, coordination with community, and cross-departmental efforts. Components can include:

- Resources and referrals for DBH direct services:
- Community based.
- Healthcare System
- Workforce mobilization
- Data collection and dissemination

When a disaster occurs that requires mass care and sheltering, the on-scene Incident Commander will assess incident needs and will request support from cooperators.

ACTIVATION- GUIDING RECOMMENDATIONS

- Provide communications in multiple and relevant languages, in large print, have accompanying graphics, and that signage contains braille.
- Coordinate with internal and external partners to ensure needs are identified.
- Employ support as necessary and in a timely manner (i.e.- language, interpreter services, modifications to buildings or transportation, etc.).
- Follow Health and Human Services' (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR) Public Health Emergency guidelines for integrating behavior health into planning and response activities.

ACTIVATION- DIRECT SERVICE (SAMPLE)

- Deploy triage and PFA services to identify and mitigate the development of diagnosed behavioral health conditions.
- Coordination with State, Tribal, and local medical, behavioral health, substance abuse, and public health officials to determine current assistance requirements.

- Options for geographically dispersed teams if multiple facilities are activated within a jurisdiction.
- Provision of incident site counseling support services.
- Mobilization of behavioral health specialists for specific populations (cultural needs, appropriate language(s), geographically accessible, age specific).
- Creation of teams with specialized experience to address the needs of different cultures and populations, with a special focus on including known and trusted community members.
- Provision of crisis counseling and behavioral health services for first responders and other emergency workers.
 - Address additional specific disaster behavioral health concerns, including substance abuse prevention, domestic violence prevention, opiate dosing, and stress management.
 - Support long-term behavioral health needs resulting from an emergency or disaster.

ACTIVATION- CROSS-FUNCTIONAL

- Create a disaster behavioral health process to achieve the public health goal of the ‘most good for the most people’.
- Community Model- promotion and mitigation strategies to build resiliency and mitigate distress.
- Leverage assets and trusted resources that are representative of communities served.
 - Ensuring that comprehensive stress management strategies and programs are in place and available to all emergency responders, support personnel, and healthcare workers.
- Training and education components through inclusive and equitable means.

Table HHS- 5 includes planning considerations that may support effective disaster behavioral health support.

Table HHS-5 Disaster Behavioral Health Considerations

| Population | Definition | Implication(s) |
|--|--|---|
| Children, School Age Youth and Young Adults | People <25 who may be reliant on others for support or are in a transitional period from childhood to adulthood. | Impacted by change or disruption of routines; Sensitive to adverse events; May lack skills to understand, process or express emotional impact; Vulnerable to anxiety or depression; Worry over family or loved ones; Age specific impacts |

| | | |
|--|---|--|
| Aging adults | Individuals whose chronological age may impact their movement or cognitive abilities | May need resources or unique types of assistance; May experience heightened distress over impacts to loved ones |
| Parents or Caregivers | Individuals who are responsible for biological offspring or tasked with the care for other youth, aging adults, or any individual that requires direct support and care | Responsible for children or loved ones; Balance of work and family care; Self-care challenges |
| Individuals with Access and Functional Needs | Individuals who have physical, cognitive or developmental delays or disabilities; or those with mobility challenges or chronic conditions | Vulnerable to accessing care or support; Requirements for sustained safety and security measures can cause additional distress; May need extra care or assistance |
| Individuals with Behavioral Health Needs | Those individuals who have previous mental health conditions, and/or those with substance use or abuse challenges | May be susceptible to adverse reactions; Reliving past traumatic events; Tendency to use substances or alcohol as a means of coping; May depend on medication that is hard to access; May be dependent or addicted to legal or illegal drugs/alcohol for maintenance and to avoid withdrawal |
| Individuals with Medical Needs | People who depend on medication or other life-saving measures (equipment, treatments, etc.) to sustain health or quality of life | Susceptible to equipment failure or breaks in supply chain; May have limited access to care; Likelihood of co-occurring mental health needs |
| Individuals Experiencing Housing Insecurities | Includes persons who are living in shelters, who live on the streets, or who are temporarily housed (formal or informal) | May be more susceptible to mental health challenges or substance use; May have difficulty accessing services or needed medication; May experience increased stigma or health related challenges |
| Undocumented Individuals | Individuals who do not have, or are in process of acquiring, documentation to apply for temporary or permanent residency of the United States | May have difficulty accessing or comprehending resources or information for services due to language barriers, cultural differences, or an unfamiliarity with the system; May be barred from receiving services due to lack of citizenship or identification |
| Immigrant and/or Refugee Communities | Persons who have received immigrant or refugee status | May have difficulty accessing or comprehending resources or information for services due to language barriers, cultural differences, or an unfamiliarity with the system |

| | | |
|----------------------------|---|--|
| Responder/Workforce | Holds a dual role of responding to community needs while caring for loved ones and family | Unique risk of experiencing behavioral health impacts during and after a disaster. Long durations work hours, increased exposure and an inherent desire to help others. Preplanning and practicing coping mechanisms and how to identify signs and symptoms of stress can help to mitigate long-term implications. |
|----------------------------|---|--|

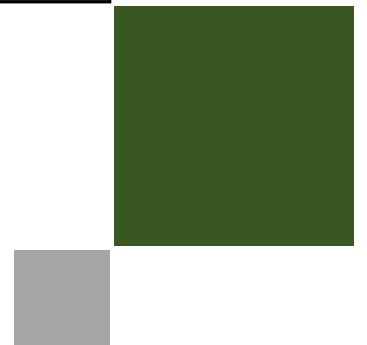


City of Troutdale

Emergency Operations Plan

INFRASTRUCTURE SERVICES ANNEX







Last Updated: APRIL 2025



1 INFRASTRUCTURE SERVICES ANNEX

The Infrastructure Services Annex to the City EOP is focused on the assessment of damage to, emergency repair of, return to operation, and restoration of the infrastructure that the community relies on to move people and goods, deliver essential programs and services, and access power, water, gas, and sanitation. Table INF-1 provides an overview of the Infrastructure Services Annex and the activities it is designed to support.

Table INF-1 Infrastructure Services Overview

| | | |
|--|---|--|
| ESFs <i>See Section 3 – Purpose and Scope and Section 4 – Infrastructure Services of the City</i> |  | ESF 1 - Transportation |
| |  | ESF 3 – Public Works |
| |  | ESF 12 - Energy |
| Lifelines Supported |  | Multi-modal transportation to move people, material. |
| |  | Facilities and assets required to deliver essential government services. |
| |  | Energy and fuel to power the community. |
| Lead Local Agencies <i>See Section 5 – Whole Community Management</i> <i>Section 6 – Roles and Responsibilities</i> | Troutdale Public Works Department | |
| Infrastructure Services in the EOC <i>See Section 5</i> | Operations Section – Infrastructure Services Branch | |

1.1 PURPOSE AND SCOPE

The Infrastructure Services Annex provides a framework for how the City and the whole community of partners will coordinate during an emergency that disrupts, damages, or disables critical assets and systems including critical facilities, ground and air transportation, power and natural gas transmission and distribution, water production and distribution, and waste management.

This annex is designed to support a coordinated and integrated approach to infrastructure systems and is organized around Emergency Support Functions (ESFs) that focus on specific infrastructure systems presented in Table INF-2.

| Table INF-2 Infrastructure Services Emergency Support Functions | |
|---|---|
| ESF 1 Transportation | Coordinate efforts to: <ul style="list-style-type: none">• Monitor and report status of, and damage to transportation system and critical infrastructure as a result of the incident.• Identify temporary alternative transportation solutions that can be implemented when systems or infrastructure are damaged, unavailable or overwhelmed.• Coordinate access to transportation routes including snow and ice removal and debris management.• Coordinate the emergency repair and restoration of the transportation network.• Provide logistical transportation of evacuees, personnel, equipment, materials and supplies.• Partner with law enforcement (ESF 13) efforts to monitor, control and coordinate traffic. |
| ESF 3 Public Works | Coordinate efforts to: <ul style="list-style-type: none">• Address the coordination of assessments of energy and water/wastewater systems, components and utilities for damage, operability, supply, demand and the requirements to restore such systems.• Coordinate engineering and construction management support for response and recovery operations.• Prioritize and initiate emergency work to clear debris and obstructions from emergency transportation routes and removal of debris from public property. |
| ESF 12 Energy | Coordinate efforts to: <ul style="list-style-type: none">• Assist City departments and agencies in obtaining fuel for transportation (ESF 1), communications (ESF 2), emergency operations and other critical functions.• Help energy suppliers and utilities obtain equipment, specialized labor and transportation (ESF 1) to repair or restore energy systems and/or water or wastewater facilities and infrastructure.• Address the provision of temporary emergency power generation capabilities and/or water and wastewater facilities to support critical facilities and equipment until permanent restoration is accomplished.• Coordinate emergency fuel support for transportation operations (ESF 12). |

2 INFRASTRUCTURE SERVICES IN THE CITY

The following sections include brief overview of the ESFs that collectively make up infrastructure services in the City. The majority of support for infrastructure in the City comes from the Troutdale Public Works Department. The descriptions are not intended to be an exhaustive list of all the features and concepts necessary for responding to an emergency but, rather, provide a general overview of the key Infrastructure Services ESFs and the agencies expected to support them.

2.1 ESF 1 – TRANSPORTATION

Capability: Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.

Primary City Department: Troutdale Public Works Department Streets Division

EOC Coordination: Infrastructure Services Branch- Transportation Group

Related ESF: ESF 1 – Transportation

Key transportation activities that may need to be performed during an emergency include:

- Identify obstructions and damage to transportation infrastructure, as well as general impact assessments.
- Coordinate reporting on damage to and status of transportation infrastructure for all modes of transportation.
- Prioritize and initiate emergency work tasking to clear debris and obstructions from, and make emergency repairs to, the transportation infrastructure.
- Coordinate clearance of disaster debris from transportation infrastructure, and development and initiation of emergency collection, sorting, and disposal routes and sites for debris storage and reduction.

2.1.1 Management of Transportation Operations

Roadways

The City Public Works Department (TPWD) Streets Division is responsible for managing all local roads within the City's jurisdiction. Several County roads move through the City and are managed by the County Transportation Division within the Department of Community Services. However, it should be noted that TPWD Streets Division has historically assisted the County in clearing these County roads during events. TriMet maintains three bus lines that provide public transportation to the City: the 77, 80, and 25.

Troutdale Airport

The City contains Troutdale Airport, a small regional facility that is generally used for flight training and aviation recreation. As the owner and operator of this airport, the Port of Portland will be responsible for alerting the City of any incidents at the facility and coordinating the

response. The Port of Portland will also be coordinated with in the event that air support is needed for the City.

2.1.2 Debris Management

Disaster debris may include construction and demolition debris, vegetative matter, mixed waste and other materials. Following an incident that produces large amounts of obstructive debris, the City Department Heads and the City Manager will prioritize roads and building entrances for debris clearance. TPWD Streets Division is responsible for clearing the public rights-of-way in the order of prioritization. The clearance of County roads will be performed in coordination with the County Transportation Division. Through existing agreements, TPWD Streets Division can dispose all non-organic debris at the Waste Management transfer station in the City and all organic, vegetative debris such as downed trees at the Allwood Recyclers Inc. facility in Fairview.

Private property owners will be responsible for clearing their own properties. Where the private sector is called upon to supplement City capabilities, local waste collectors, haulers and recyclers will be used to the maximum extent possible (operators may obtain assistance from other collectors throughout the region).

2.1.3 Repair Materials

TPWD Streets Division carries approximately 40 tons of backfill rock for repairing damaged roadways. The Division also maintains agreements with local suppliers for the provision of additional backfill when needed. Additionally, Multnomah County Transportation Division and ODOT both maintain local storage facilities for repair materials that can be requested for assistance.

2.2 ESF 3 - PUBLIC WORKS

Capability: Provide the resources (human, technical, equipment, facility, materials, and supplies) of member agencies to support emergency public works needs during a time of emergency.

Primary City Department: Troutdale Public Works Department with support from the Buildings Department (for damage assessments)

EOC Coordination: Infrastructure Services Branch- Public Works Group; Transportation Group; Debris Management

Related ESF: ESF 3 – Public Works

Key activities that may need to be performed during an emergency include:

- Determine the levels of damage to key infrastructure including water (potable water, wastewater, and sanitary water) infrastructure, electrical, natural gas, sewage, hazardous materials, and hazardous waste sites.
- Process and coordinate requests for public works support from local partners.

- Coordinate repair and restoration of damaged public systems
- Prioritize and initiate recovery efforts to restore, repair, and mitigate the impact of the public works and engineering needs.
- Provide technical assistance to response team with respect to flooding, water management, structure integrity assessment, and impact assessments of infrastructure.

2.2.1 Damage Assessment

Following a destructive event, the nature and extent of loss and damage incurred by the City and its residents will need to be assessed to inform the response and recovery phases of the disaster.

In most cases, the MCSO and Gresham Fire Department will perform high-level initial damage assessments through simple visual inspections. A more thorough Preliminary Damage Assessment will be led by the TPWD, in coordination with the Buildings Department, with support from area infrastructure owners and damage assessment teams provided by the County or Federal governments.

TPWD and all partners cooperating in an assessment will adhere to the Preliminary Damage Assessment Guidelines established by FEMA (see reference in Appendix A) and utilize the proper damage assessment forms to ensure the City is eligible for potential cost recovery and reimbursement.

2.2.2 Management of Water Utility Operations

TPWD's Water Division is responsible for providing drinking water, wastewater, and sanitary water services to City residents and businesses. These services are made possible through the Water Division's operation and maintenance of wells, reservoirs, water mains, the Water Pollution Control Facility, and treatment plants.

2.2.3 Emergency Water Support

In the event of supply shortage, the City maintains interties with the drinking water systems of Gresham, Fairview, and Wood Village. The transfer and sale of water in these events is subject to the requirements and limitations of the individual agreements amongst each city (see Appendix A).

Additionally, the City is a member of the Regional Water Providers Consortium (the Consortium) which can provide enhanced coordination for the provision of emergency drinking water amongst its members. Through the Consortium, impacted member jurisdictions can receive equipment and personnel as well as technical assistance from other members for the provision of drinking water and the restoration of its water system. Refer to Appendix A for the Consortium's Provision of Emergency Drinking Water Framework.

2.3 ESF 12 - ENERGY

Capability: Coordinate plans, procedures, and resources to support response to and recovery from shortages and disruptions in the supply and delivery of utilities during a major disaster or incident.

Primary City Department: Troutdale Public Works Department in coordination with Portland General Electric, Northwest Natural

EOC Coordination: Infrastructure Services Branch- Utility Group; Public Works Group

Related ESF: ESF 12 – Energy

Key activities that may need to be performed during an emergency include:

- Coordinate with utilities servicing the City to ensure that the integrity of the supply systems is maintained during emergency situations and that damages are repaired, and services are restored in an efficient and expedient manner afterward.
- Monitor and coordinate the availability of electric generating capacity and reserves, the availability and supply of natural gas, and the supply of generation fuels.
- Coordinate with private sector providers of energy and transportation fuels such as propane, fuel oil, diesel fuel, and gasoline.

2.3.1 Management of Energy Operations

Portland Gas & Electric (PG&E) produces electricity and maintains electrical infrastructure for the City and Northwest Natural Gas provides natural gas.

At the State-level, the Oregon Public Utility Commission (PUC), part of OERS, is responsible for monitoring the availability of electrical generating capacity and reserves and the availability and supply of natural gas. In the event of an emergency, PUC will monitor and coordinate restoration of the City's utilities with PG&E and Northwest Natural Gas. It should be noted that energy resources are more critical to certain facilities than others so utility restoration should be prioritized for areas that contain these facilities such as hospitals, telecommunications systems, and water infrastructure.

2.3.2 City Generators

TPWD is responsible for operating and maintaining the backup generators it currently has in its inventory. Approximately eight of these generators are portable and can be deployed to power facilities while the rest are stationary, intended to serve the building in which they are located in. TPWD will be responsible for ensuring these generators are adequately fueled at all times. See Appendix C of the Basic Plan for an inventory of these City-owned generators.

2.3.3 Emergency Fuel Management

During an emergency where fuel supplies are limited, the city will support the EOC in coordinating the following actions to support fuel needs for emergency operations:

- Assess damage to citywide fuel infrastructure.
- Assess availability of local fuel supplies and determine allocation priorities.
- Establish and operate Fuel Point of Distribution (FPOD) sites for receiving and storing fuel following a disaster.
- Identify and implement mandatory and voluntary fuel conservation measures to reduce fuel demand.
- Repair and restoration of damaged public systems (e.g., water, wastewater, and stormwater systems).
- Coordinate with utility restoration operations (power, gas, telecommunications).

The Oregon Fuel Action Plan maintained by Oregon Department of Energy outlines coordination and roles and responsibilities of state agencies to respond to emergency fuel needs following a disaster.

3 WHOLE COMMUNITY INFRASTRUCTURE SERVICES

The activities required to assess damage incurred from an emergency, and to restore emergency services systems that have been disrupted, require a cooperative effort that involves a whole community of partners including local, County, state, and federal agencies, alongside community and private cooperators and partners. Table INF-3 presents the primary City partners and identifies whole community support agencies, cooperators and partners who may be part of a coordinated response and recovery effort.

| Table INF-3 Health and Human Services Supporting Agencies, Cooperators, and Partners Agencies | | | | |
|--|--|---|---|--|
| Transportation | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> TPWD Streets Division | <ul style="list-style-type: none"> Multnomah County Transportation Division Regional Disaster Preparedness Organization (RDPO) Port of Portland | <ul style="list-style-type: none"> Oregon Department of Transportation (ODOT) | <ul style="list-style-type: none"> United States Department of Transportation US Coast Guard | <ul style="list-style-type: none"> All Wood Recyclers |
| Public Works | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> TPWD Troutdale Buildings Department | <ul style="list-style-type: none"> Regional Water Providers Consortium Waste Management | <ul style="list-style-type: none"> Oregon Department of Transportation (ODOT) | <ul style="list-style-type: none"> United States Army Corps of Engineers | <ul style="list-style-type: none"> N/A |
| Energy | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> TPWD | <ul style="list-style-type: none"> N/A | <ul style="list-style-type: none"> Oregon Department of Energy (ODOE) Public Utility Commission of Oregon | <ul style="list-style-type: none"> Federal Energy Regulatory Commission U.S. Department of Energy | <ul style="list-style-type: none"> Northwest Natural Gas Portland Gas and Electric |

4 ROLES AND RESPONSIBILITIES

The following roles and responsibilities are intended to provide partners and all users of this Annex with a shared understanding of the tasks they may be asked to perform or support during an emergency. All assigned agencies are responsible for developing procedures to guide the execution of these tasks.

See the State of Oregon EOP and National Response Framework (NRF) for state and federal roles and responsibilities.

4.1 ALL INFRASTRUCTURE SERVICES PARTNERS

During an emergency, all cooperators and partners are responsible for taking the following actions:

- ☐ Implement continuity of operations procedures to continue essential functions.
- ☐ Provide situation status updates to the EOC when requested.

4.2 PRIMARY AGENCIES

The local government primary agencies identified in this annex are responsible for coordination of activities that fall within the scope of the functions it includes as well as other taskings assigned by the Incident Commander or EOC Manager. That does not mean they are directly responsible for providing all activities described, but rather that they serve as a facilitator to organize infrastructure services partners to execute activities required to meet established objectives for emergency operations.

4.2.1 Troutdale Public Works Department

The Public Works Department will focus on restoring vital lifeline systems to the community, with an emphasis on critical roads. Public works will also place emphasis on supporting law enforcement, fire, and search and rescue with evacuation and traffic control capabilities.

All Department:

- ☐ Keep other City departments abreast of developing conditions, potential shortage(s) and corresponding ramifications.
- ☐ Review Public Works standard operating procedures (SOPs) as they relate to the developing incident.
- ☐ Identify vulnerabilities in public works and priority inspection locations.
- ☐ Identify local private contractors who can provide backup resources and support and maintain reasonable stockpiles of aggregate, sand and emergency road-surface materials.
- ☐ Determination of extent of damage to the following systems: transportation, water, solid waste, electrical, natural gas, wastewater, and hazardous materials.

- ☐ Prioritization and initiation of recovery efforts to restore, repair, and mitigate City-owned infrastructure.
- ☐ Maintain and repair vehicles including fuel supplies to support emergency operations.
- ☐ Repair and restoration of damaged public systems (e.g., water, wastewater, solid waste, electrical, natural gas, and stormwater systems).
- ☐ Maintain City-owned generators and ensure each is adequately fueled and provisioned.

Streets Division

- ☐ Develop and designate emergency collection, sorting, and debris routes and site for debris clearance from public and private property.
- ☐ Perform emergency repairs to critical emergency transportation routes.
- ☐ Coordinate with the County Transportation Division and ODOT on repair and restoration of County and State-owned transportation assets.
- ☐ Clear debris from City and, if requested, County roads as well as building access points

Water Division

- ☐ Assess the situation for alert stages per the City Water Conservation Plan and implement the Plan, as necessary.
- ☐ Adjust operations at key water facilities based on the nature of an incident such as firing up generators and weatherizing critical buildings.
- ☐ Assess critical water infrastructure for damage and implement the necessary repairs.
- ☐ Activate agreements such as intertie usage or the Regional Water Providers Consortium for enhanced assistance during an emergency.

4.2.2 Troutdale Buildings Department

- ☐ Identify critical City facilities (i.e., hospitals, shelters and government offices) and equipment for which emergency backup energy generation is imperative and determine the methods for providing temporary power in an emergency.
- ☐ Assist TPWD in conducting preliminary damage assessments for City buildings and provide findings to the City Manager or EOC, if activated.

4.3 SUPPORTING AGENCIES, COOPERATORS, AND PARTNERS

4.3.1 City Attorney

- Review legal requirements for enforcing resource rationing and curtailment.

- Provide legal advice during plan development.
- Review resource contract agreements.
- Assist in the development of public curtailment and information programs.
- Provide legal advice to the incident commander during plan implementation.

4.3.2 Multnomah County Sheriff's Office (MCSO)

- ☐ Alert TPWD personnel of developing conditions related to infrastructure impacts.
- ☐ Develop and implement a department fuel curtailment plan.
- ☐ Assess the department's minimum resource needs to maintain operations.
- ☐ Assist in enforcing fuel and water curtailment and rationing plan violations as authorized by ordinance.
- ☐ Assist other responding agencies as requested.

4.3.3 Multnomah County Transportation Division

- ☐ Work closely with TPWD to determine the status of County roadways within or abutting the City's boundaries.
- ☐ Determine resource availability to clear debris from or repair damaged County roadways within or abutting the City's boundaries; inform TPWD of any limitations.
- ☐ Clear debris from or repair damaged County roadways within or abutting the City's boundaries; coordinate with TPWD if assistance is needed.

4.3.4 Oregon Department of Transportation (ODOT)

- ☐ Provide heavy equipment, signage and barriers to support transportation operations and traffic control activities.
- ☐ Coordinate engineering services for transportation and public works operations and repair.
- ☐ Repair and restore State-owned transportation assets that are critical to the City.
- ☐ Maintain and repair vehicles including fuel supplies to support emergency operations.
- ☐ Support damage assessment of the road and bridge network, including traffic signs and signals.

4.3.5 Regional Disaster Preparedness Organization (RDPO)

- ☐ Provide technical assistance and training to the City for evacuation transportation planning.
- ☐ Provide input to improve preparedness, response and recovery capabilities.
- ☐ Identify emergency transportation and alternate transportation routes to support emergency operations.

4.3.6 Ambulance Service

- ☐ Assist in the emergency transport of people as requested.

4.3.7 Port of Portland

- ☐ Provide support for air operations and transportation needs.
- ☐ Coordinate with regulatory agencies for aviation related issues including aircraft disasters.

4.3.8 Portland Gas and Electric (PG&E)

- ☐ Maintain and control electrical infrastructure servicing the City.
- ☐ Keep the City aware of potential service outages and provide restoration time estimates.
- ☐ Provide a liaison to the EOC if requested.
- ☐ Perform damage assessments on electrical infrastructure.

4.3.9 Northwest Natural Gas

- ☐ In coordination with the county, regulate commodity usage in times of shortage, as appropriate and establish priorities for use.
- ☐ Maintain and control natural gas infrastructure servicing the City.
- ☐ Keep the City aware of potential service outages and provide restoration time estimates.
- ☐ Provide a liaison to the EOC if requested.
- ☐ Perform damage assessments on natural gas infrastructure.

5 INFRASTRUCTURE SERVICES IN THE EOC

The Infrastructure Services Branch may be activated when the Incident Commander or EOC Manager (City Manager or designee) determines the need for enhanced coordination of infrastructure services activities. Figure INF-1 below depicts the location of the Infrastructure Services Branch within the EOC structure. While it is understood that the City does not have the ability to staff an EOC of its own, this information is provided for awareness of what a full County EOC activation may consist of.

5.1 ACTIVATION

When enhanced coordination of infrastructure services activities is determined to be of need, the EOC Manager may delegate the task to the Operations Section Chief who may in turn activate the Infrastructure Services Branch and assign a Branch Director. In most situations, the Infrastructure Services Branch Director will be the Troutdale Public Works Director or Superintendent. As a situation develops, the Operations Section Chief or Branch Director may activate Groups to oversee activities for each Emergency Services ESF: Transportation, Public Works, and Energy.

Upon activation, each Infrastructure Services ESF Group will be assigned a Group Manager who is typically a representative from the City department or local agency with the most logical authority or capability. The Group Manager will be responsible for contacting the primary and supporting agencies associated with their ESF and requesting representation at the County EOC

Assigned primary agencies may also choose to activate a Department Operations Center (DOC) to support coordination of function-specific activities.

5.2 RESPONSIBILITIES

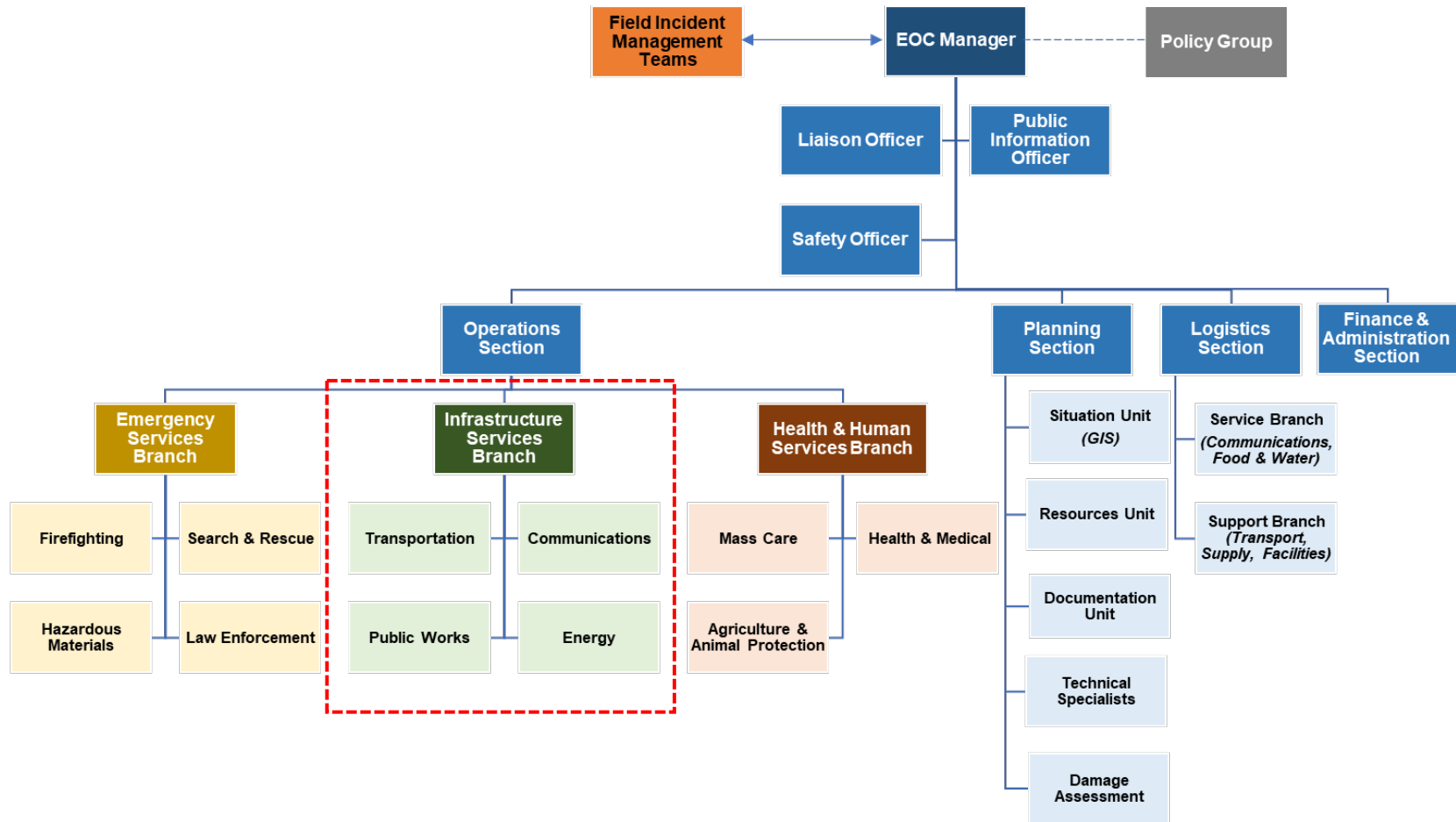
Table INF-4 lists the typical staffing, reporting structure, and responsibilities of each position that may be activated within the Infrastructure Services Branch. The general responsibilities of the Infrastructure Services Branch include:

- Report the status of personnel available to support infrastructure operations.
- Participate in EOC planning meetings and provide ESF specific inputs to the EOC Action Plan.
- Monitor and provide regular updates on the status of ongoing infrastructure services activities including resource needs that should be submitted to the Logistics Section.
- Provide information specific to infrastructure services as requested by the EOC PIO to support message development.
- Coordinate with local and state partners to access resources under existing mutual aid agreements.

- Coordinate ESF staffing to ensure the function can be staffed across operational periods.

| Table INF-4: Infrastructure Services Branch Positions and Responsibilities | |
|--|---|
| Infrastructure Services Branch Director | |
| Position Details | Responsibilities |
| <p>Staffed by: TPWD Director or Superintendent</p> <p>Reports to: Operations Section Chief</p> | <ul style="list-style-type: none"> • In coordination with the Liaison Officer, engage with key external partners specific to infrastructure services. • Serve as primary point of contact for infrastructure services cooperators and partners. • In coordination with the Operations Section Chief, support development of objectives and assign them to the appropriate ESF partners. • Monitor and provide regular updates to the Operations Section Chief on the status of ongoing infrastructure services activities including resource needs that should be submitted to the Logistics Section. |
| Transportation Group Manager | |
| <p>Staffed by: Streets Chief Operator</p> <p>Reports to: Emergency Services Branch Director</p> | <ul style="list-style-type: none"> • Provide updates on the following: <ul style="list-style-type: none"> – The status of roadways serving the City including those owned by the County and State – Prioritization of roadways to be repaired or cleared of debris • Coordinate debris management and roadway repairs with ODOT and Multnomah County Transportation Division including resource support |
| Public Works Group Manager | |
| <p>Staffed by: Public Works Superintendent or Chief Water Operator</p> <p>Reports to: Emergency Services Branch Director</p> | <ul style="list-style-type: none"> • Provide updates on the following: <ul style="list-style-type: none"> – The status of critical public infrastructure such as water treatment plants and conveyance systems – Needed repairs for damaged infrastructure • Serve as a liaison for all communication with the Regional Water Providers Consortium |
| Energy Group Manager | |
| <p>Staffed by: PG&E Representative</p> <p>Reports to: Emergency Services Branch Director</p> | <ul style="list-style-type: none"> • Provide updates on the following: <ul style="list-style-type: none"> – The status of electrical and natural gas infrastructure servicing the City – The estimated restoration times for electrical and gas services to the City – Prioritization of electrical and natural gas infrastructure to be repaired based on criticality • Serve as liaison for all communication with the Public Utility Commission |

Figure INF-1: County EOC Structure



6 CAPABILITY SUSTAINMENT

6.1 ANNEX DEVELOPMENT AND MAINTENANCE

The assigned primary agencies are responsible for the development and maintenance of this annex including coordination and engagement with supporting agencies to inform updates. At a minimum, this annex should be reviewed on an annual basis.

6.2 TRAINING AND EXERCISES

The City Manager, in coordination with the local government primary agencies, are responsible for integrating infrastructure services into the City's training and exercise program and providing guidance to partners and cooperators on training requirements and standards. Each partner is responsible for ensuring and documenting that personnel have received the appropriate training, and training activities will occur every two years.

APPENDIX A RESOURCES

Local and Regional

- Intergovernmental Agreement Between the City of Troutdale and the City of Wood Village for Provision of Water
- Amended and Restated Intergovernmental Agreement of Regional Water Providers Consortium (2023)
- RDPO Emergency Drinking Water Framework (November 2022)

State

- State of Oregon Emergency Operations Plan, ESF 1, Transportation, ESF 3, Public Works, and ESF 12, Energy
- State of Oregon Disaster Recovery Plan, SRF 6, Infrastructure Systems.
- Oregon Fuel Action Plan

Federal

- FEMA Preliminary Damage Assessment Guide, *Draft 1.1* (June 2024)
- National Response Framework, ESF 1, Transportation, ESF 3, Public Works and Engineering, and ESF 12, Energy
- National Disaster Recovery Framework, Infrastructure Services RSF
- National Infrastructure Protection Plan, Transportation Systems Sector-Specific Plan

ATTACHMENT A REFERENCES

Federal Emergency Management Agency. 2019. Emergency Support Function Annexes. Website: <https://www.fema.gov/media-library/assets/documents/25512>. Accessed June 2022.

Oregon Emergency Management. ND. Oregon State Emergency Support Function (ESF) Quick sheets. Website: https://www.oregon.gov/OEM/Documents/Oregon_ESF_Descriptions_One_Page_Job_Aid.pdf. Accessed June 2022.

State of Oregon. 2020. Emergency Operations Program- Public Works Mutual Aid. Website: <https://www.oregon.gov/ODOT/Maintenance/Pages/Emergency-Operations-Program.aspx>. Accessed June 2020.

United States Department of Transportation. 2015. Transportation Systems Sector- Specific Plan. Website: <https://www.cisa.gov/sites/default/files/publications/nipp-ssp-transportation-systems-2015-508.pdf>. Accessed June 2020.



City of Troutdale

Emergency Operations Plan

MANAGEMENT SERVICES ANNEX








Last Updated: APRIL 2025



1.0 INTRODUCTION

The Management Services Annex to the City EOP is focused on the actions to effectively coordinate between partners and management resources and information during an emergency. Aligned with the Federal Emergency Management Agency's (FEMA) Lifelines, Table MGT-1 provides an overview of the Management Services Annex and the activities it is designed to support.

Table MGT-1: Management Services Overview

| | | |
|---|---|---|
| Emergency Support Functions (ESFs) <i>See Section 3 – Purpose and Scope and Section 4 – Management Services of the City</i> |  | ESF 5 – Information and Planning |
| |  | ESF 7 – Resource Support |
| |  | ESF 14 – Public Information |
| |  | ESF 15 – Volunteers and Donations |
| |  | ESF 18 – Business and Industry |
| Lifelines Supported |  | Facilitate operational coordination between the whole community of partners. |
| |  | Support information sharing between partners and dissemination of accurate and timely public information. |
| Primary Agencies <i>See Section 5 – Whole Community Management Services and 6 – Roles and Responsibilities</i> | City Council/Mayor City Manager Troutdale Finance Department City Digital Media Specialist | |
| Concept of Operations <i>See Section 6</i> | Operations Section – Management Services Branch | |

1.1 PURPOSE AND SCOPE

The Management Services Annex serves as a framework for how the City supports the planning, management, and administrative activities needed to support emergency operations including resource and information management. Coordination with County, State and Federal is activated when an event overwhelms the local capability and capacity to respond, or in the event of a terrorist attack or malevolent act.

This Annex is designed to support a coordinated and integrated approach to Management Services systems and is organized around ESFs that focus on specific Management Services functions identified in Table MGT-2.

| Table MGT-2: Management Services Emergency Support Functions (ESFs) | |
|--|--|
| ESF 5 Information and Planning | <p>Coordinate efforts to:</p> <ul style="list-style-type: none"> • Facilitate EOC planning meetings and the EOC action planning process. • Process and analyze incident data, generate information products, and facilitate their availability to partners. • Manage requests for information including coordination with the media. • Disseminate timely and accurate public information. • Facilitate coordination between internal and external emergency management, planning, geospatial, and information technology leads. |
| ESF 7 Resource Support | <p>Coordinate efforts to:</p> <ul style="list-style-type: none"> • Coordinate resource support to fulfill emergency operations requirements. • Monitor and track all requests for local and outside resources and coordinate acquisition, delivery and release of resources. • Monitor and document the financial costs of providing resources to include costs if providing State agency support, purchasing or contracting goods and services, transportation and above normal staffing |
| ESF 14 Public Information and External Affairs | <p>Coordinate efforts to:</p> <ul style="list-style-type: none"> • Establish policies for internal review and approval of public information prior to its release to the community and/or media partners. • Coordinate and distribute pre-emergency preparedness public awareness information. • Maintain a reliable alert and warning system. • Control the spread of rumors, correct misinformation and public information needs. |
| ESF 15 Volunteers and Donations | <p>Coordinate efforts to:</p> <ul style="list-style-type: none"> • Coordinate the identification and vetting of volunteer resources. • Match volunteer resources and donations with the unmet needs of impacted communities. • Maintain a donations management system to ensure the effective utilization of donated cash, goods, and services. • Provide guidance to personnel coordinating the management of undesignated cash donations, unsolicited goods, and emergent volunteers. |
| ESF 18 Business and Industry | <p>Coordinate efforts to:</p> <ul style="list-style-type: none"> • Coordinate with business and industry partners to facilitate private sector support to response and recovery operations. • Identify immediate and short-term recovery assistance to businesses and industry partners. • Facilitate communication between businesses and industry partners and local and county Emergency Management organizations (ESF 5). |

2.0 MANAGEMENT SERVICES IN THE CITY

The following subsections detail the various activities and assignments necessary for completing critical aspects associated with managing an emergency. The descriptions are not intended to be an exhaustive list of all the features and concepts necessary for managing an emergency but, rather, provide a general overview of the key Management Services ESFs and the agencies expected to support them.

The City does not have an office or division of emergency management services separate from its existing departments. The City Manager serves as the Emergency Manager and is responsible for assembling the City's Emergency Management Organization based on the needs of the incident. Some authority to act in the event of an emergency may already be delegated by ordinance or by practice. Roles and responsibilities of individual staff and agencies are described throughout the plan to further clarify the City's emergency management structure.

2.1 INFORMATION AND PLANNING

Capability: Compile, analyze, and coordinate overall information planning activities with partner agencies

Primary City / County Departments: City Digital Media Specialist with support from the Troutdale Public Works Department (TPWD) GIS Division

EOC Coordination: Planning Section; Logistics Section; PIO; Liaison Officer

Related ESF: ESF 5 – Information and Planning

Key activities that may need to be performed during an emergency to support information and planning include:

- Serve as a hub for the receipt and dissemination of incident information.
- Coordinate the flow of information between the City EMO and other emergency management structures (incident management teams, department operations centers and other EOCs).
- Collect, process, analyze, and disseminate information to guide response and recovery activities.
- Collect and aggregate damage assessment data and track local declarations.

2.1.1 Management of Incident Information

The City could be subject to a number of different hazards that would require emergency response efforts and thus, a coordinated response through emergency planning support. In localized incidents, the TPWD GIS Division will compile geo-spatial incident information such as road closures and impacted and hazardous areas to develop a common operating picture that

can be routinely updated and distributed to all partners assisting in emergency response activities.

The Oregon Office of Emergency Management maintains several platforms that may aid in the creation of situational awareness tools like the common operating picture including:

- Real-time Assessment and Planning Tool (RAPTOR)
- Oregon Office of Emergency Management (OEM) OpsCenter System

2.1.2 Joint Information System

In the event that a Joint Information Center (JIC) needs to be established for an incident (*see Section 5.1.1 of the Basic Plan for more information on JICs*), the City will assign a lead Public Information Officer (PIO) to represent the City within the system. Within the JIC, the City's lead PIO will maintain the following responsibilities:

- Coordinate information sharing among cooperators and partner networks.
- Develop and distribute materials to the general public and media partners.
- Implement information clearance processes set by the Incident Commander
- Schedule media briefings in a designated location away from the EOC and other emergency operations

2.2 RESOURCE SUPPORT

Capability: Provide logistical and resource support during a time of emergency, as well as provide financial tracking and records management of overall costs of the City's response.

Primary City / County Departments: Troutdale Finance Department with support from the Troutdale Public Works Department (TPWD)

EOC Coordination: Planning Section; Logistics Section; Finance Section

Related ESF: ESF 7- Resource Support

Key activities that may need to be performed during an emergency for resource support include:

- Coordinate the procurement and provision of City, County, nonprofit and private sector resources during a disaster.
- Provide logistical and resource support for requirements not specifically addressed in other ESFs.
- Monitor and track available and committed resources involved in the incident.
- Monitor and document the financial costs of providing resources to include purchasing or contracting goods and services, transportation, and above normal staffing.

2.2.1 City Resource Management and Tracking

Since the majority of the City's resources are maintained by TPWD, TPWD will be tasked with tracking resource statuses and deployments during an incident. To accomplish this task, TPWD currently employs physical (T-Cards) and digital (ArcGIS Field Maps) methods for tracking resources:

T-Cards:

ICS 219 Resource Status Cards, or "T-Cards", are color-coded prints in which resource deployed for an incident can be categorized and tracked. The colors for a given card correspond to the resources type:

- Crew/Team – Green
- Engine – Rose
- Helicopter – Blue
- Personnel – White
- Fixed-Wing – Orange
- Equipment – Yellow
- Misc. Equipment/Task Force – Tan
- Generic – Light Purple

When a resource is deployed, the assigned City personnel will record the critical information of the asset including what it is, where it is going, and its expected duration of deployment on the appropriately colored T-Card then place it within the cardstock used for the incident.

Arc GIS Field Maps:

The TPWD GIS Division can track the real-time whereabouts of City personnel and vehicles that have been deployed for an incident through the Arc GIS Field Maps application. To do this, the deployed resource must contain a City-issued iPad through which real-time geospatial information can be recorded. Prior to deployment, field crews and vehicles must be assigned a City-issued iPad. The TPWD GIS Division will work in coordination with the City Information Technology Services Division to ensure these iPads are fully functional prior to deployment in the field.

2.2.2 Resource Coordination and Support

The City maintains the authority under emergency conditions to establish priorities for the assignment and use of all City Resources. The City will commit all its resources, if necessary, to protect life and property. Under emergency conditions, the City will adhere to the following guidelines for allocating resources:

- Deploy resources according to the following priorities:
 1. Protection of life
 2. Protection of responding resources

3. Protection of public facilities
 4. Protection of private property
- Distribute resources in a manner that provides the most benefit for the amount of local resources expended.
 - Coordinate citizen appeals for assistance through the PIO at the EOC. Citizens will be given information about where to make these requests over local media.
 - Escalate the activation of other available resources by activating mutual aid agreements with other jurisdictions.
 - Should the emergency be of such magnitude that all local resources are committed or expended, request assistance from the city for county, state, and federal resources.
 - Activation of county, state, and/or federal resources will be accomplished in a timely manner through a State of Emergency Declaration and request for assistance from the County.

In cases where a decision must be made to apply resources to one situation while another problem goes unattended, the preservation of human life shall take priority over the protection of property. In addition to public safety response capabilities, essential resources in a major emergency will include food, shelter, water, and petroleum products. The preservation/restoration of electrical power, critical routes and bridges, and critical facilities will also be priorities.

See Section 5.3 Declarations of the EOP Basic Plan for information on declarations.

2.2.3 Emergency Fiscal Management

During an emergency, the City is likely to find it necessary to redirect City funds in order to effectively respond to the incident. Although the authority to adjust department budgets and funding priorities rests with the City Council, emergency procurement authority is delegated to each department director. Tracking the expenditures related to an incident is the responsibility of the Finance Department.

If an incident in the City requires major redirection of City fiscal resources, the following general procedures will be followed:

- The City Council will meet in an emergency session to decide how to respond to the emergency funding needs.
- The City Council will declare a State of Emergency and request assistance through the County.
- If a quorum of Councilors cannot be reached, and if a prompt decision will protect lives, City resources and facilities, the environment, or private property, the City Manager and department directors (or their designees) may act on emergency funding requests. The Mayor and City Council will be advised of such actions as soon as practical.

- The Finance Department will identify a separate charge code for all incident-related personnel time, losses and purchases to track financial resources committed to the incident and compile any related documentation that may be required for a disaster declaration.

2.3 PUBLIC INFORMATION

Capability: Gather, organize, and disseminate information to the public and other partners during times of emergency.

Primary City / County Departments: City Digital Media Specialist

EOC Coordination: Planning Section; Logistics Section; Finance Section; PIO Officer; Liaison Officer

Related ESF: ESF 14- Public Information

Key activities that may need to be performed during an emergency for resource support include:

- Support City agencies and local partners in the timely and accurate dissemination of information to the public, local, county and state government, the media, and the private sector.
- Facilitate coordination of public messaging and message dissemination
- Support City representation in a Joint Information Center

2.3.1 Individual Preparedness

The City Digital Media Specialist currently maintains the *Emergency Preparedness* page on the City website as a resource for incident preparedness materials that can be referred to by residents. As a best practice, the guidance provided on this webpage shall be reviewed and updated as needed on a quarterly basis.

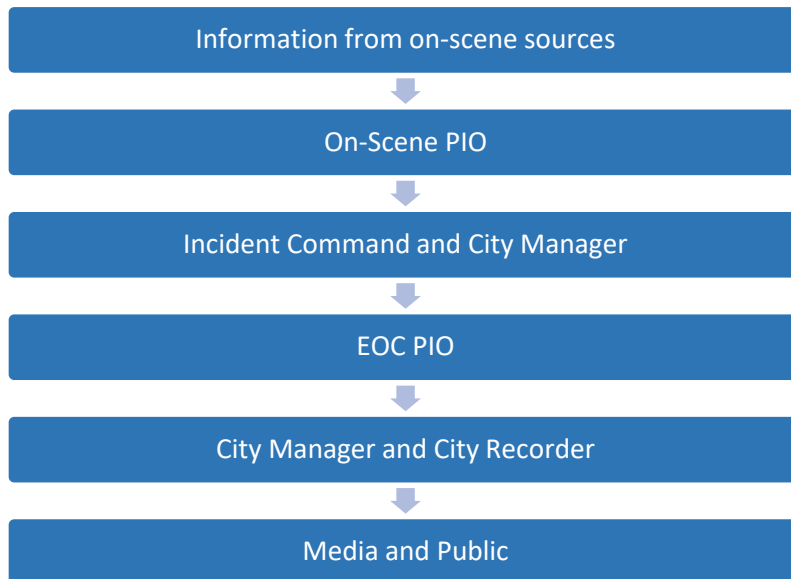
The City should seek opportunities with Multnomah County Office of Emergency Management to continue to provide Disaster Preparedness Seminars to support preparedness amongst its constituents.

2.3.2 General External Affairs Requirements

In the event of an incident, the City will be expected to complete the following external affairs activities:

- Coordinate information sharing among the larger PIO networks.
- Develop and distribute materials to the general public and media partners.
- Lead media briefings in a designated location away from EOC and other emergency operations.
- Implement information clearance processes set by the Incident Commander.
- Provide and continuously update accurate and timely information on City social media pages, including Facebook alerts, the City's website and blog.

To accomplish these tasks, the City departments and external partners responding to an incident must adhere to established reporting processes and channels to ensure that public information comes from a single source. For incidents in which at least one on-scene IMT and the City EMO have been activated, the following information reporting protocol should be followed:



See Section 7.4 Notification, Alert, and Warning of the EOP Basic Plan for more information on the City's emergency public alert process.

2.3.3 Message Development and Dissemination

In localized emergencies, the City Digital Media Specialist and City Recorder will be tasked with developing the language for alerts that will go to the public. The following information should be included in public notification messages:

- **Source:** Who is issuing the warning?
- **Hazard:** What is/are the hazard(s) that are threatening the City (e.g. wildfire, ice storm, active shooter)?
 - List the potential risks and when should people act
- **Location:** Where will the impacts occur?
 - Describe the location so that those without local knowledge will understand such as streets and landmarks NOT coordinates
- **Guidance:** What should people within the identified impact area do?
 - List protective measures people should take (e.g. sandbagging, window-shuttering)
 - If evacuation is necessary, explain the evacuation routes individuals should take and list materials they should bring with them.
- **Time/Termination:** When does the warning expire?

Note: Multnomah County Office of Emergency Management maintains message templates on its Everbridge system in upwards of eleven (11) different languages for the following situations:

- Water curtailment
- 911 outage
- Active shooter
- Bomb threat - evacuate or stay in doors
- Downed power line - stay indoors
- False alert message
- Fire - evacuate or stay in doors
- Gas leak - evacuate or stay in doors
- Hazmat - evacuate or stay in doors
- Missing person
- PSPS likely, cancelled, imminent, or restoration
- Police activity - evacuate, call 911; stay indoors, call 911; stay indoors, don't call 911; WEA
- Smoke advisory – prescribed, wildfire impact, cancelled, delay
- Suspicious device - evacuate or stay indoors

For incidents that involve the above situations and require public notification, contact MCEM and request distribution of the message.

2.3.4 Media Briefing Facilities

During an emergency, media briefing areas may be established in the closest available facility capable of housing the media briefings, including protection from environmental impacts, capacity to hold a large number of people, and accessible by transportation routes.

2.3.5 Media Access to the Scene

In cooperation with the EOC and the Safety Officer, the Incident Commander may allow media representatives restricted access to the scene, accompanied by a member of the Public Information staff. This should be done with regard to the safety of media personnel, the impact on response, and the wishes and concerns of the victims.

If it is not safe or practical to admit all media representatives to the scene, a media "pool" may be created, where media representatives select one camera crew to take video footage for all. If even such controlled access is impractical, a "staged" photo opportunity to tape response vehicles or support activities may satisfy the media's need for video footage.

Response personnel must be protected from unwanted media intrusion. Off-shift personnel should be provided uninterrupted rest. It may be necessary to provide security to facilities where response personnel are housed and disconnect the telephones to ensure privacy.

Victims and families should have access to public officials without having to face the media.

The media may be allowed access to response personnel, at the discretion of the Incident Commander, only if such an interview does not interfere with the response effort.

Response personnel will not comment on the incident without the consent of the Incident Commander. Inquiries should be directed to the designated PIO, with approval of the Incident Commander and the department of jurisdiction.

2.4 VOLUNTEERS AND DONATIONS

Capability: Lead the City's role in coordination of emergent volunteers and donations to support local and tribal emergency operations

Primary City / County Departments: Troutdale Executive Department

EOC Coordination: Planning Section; Logistics Section; Finance Section; PIO Officer; Liaison Officer

Related ESF: ESF 15- Volunteers and Donations

Key activities that may need to be performed during an emergency for resource support include:

- Coordinate the identification and vetting of volunteer resources and match volunteer resources and donations with the unmet needs of impacted communities.
- Maintain a state donations management system to ensure the effective utilization of donated cash, goods, and services.
- Provide guidance to personnel coordinating the management of undesignated cash donations, unsolicited goods, and emergent volunteers.
- When possible, coordinate with the larger disaster relief network such as American Red Cross and ORVOAD (Oregon Voluntary Organizations Active in Disaster).

2.4.1 Management of Volunteers and Donations

The activities under ESF 15 consist of pre-vetting and assigning volunteer and donation resources to specific ESFs (*see note below list*). These activities include:

- Matching volunteer resources and donations with the unmet needs of impacted communities.
- Coordinating a state donations management strategy to ensure the effective utilization of donated cash, goods, and services.
- Coordinating a state volunteer management strategy to ensure the effective utilization of spontaneous volunteers.
- Providing guidance to personnel coordinating the management of undesignated cash donations, unsolicited goods, and spontaneous volunteers

Note: ESF 15 does not address organized volunteer and donation resources that have been pre-vetted to support a specific function, as those resources will be addressed by the appropriate ESF. For example, identification of unmet needs and bulk distribution of emergency supplies is addressed in ESF 6 – Mass Care while coordination of volunteer teams such as Community Emergency Response Team (CERTs) and MCSO SAR will be coordinated by MCSO and addressed in ESFs within the Emergency Services Functional Annex.

2.4.2 Volunteers and Donations Systems

The City will evaluate incidents that may lead to an influx of spontaneous volunteers and donations. The Emergency Manager will bring such situations to the attention of the Mayor and City Council and seek guidance on the most appropriate plan to address this influx.

The City may request support from the County will coordinate and manage volunteer services and donated goods through appropriate liaisons assigned at the County EOC, with support from CERT, the American Red Cross and other volunteer organizations. These activities seek to maximize benefits without hindering emergency response operations. Procedures for accessing and managing these services during an emergency will follow ICS/NIMS standards.

2.5 BUSINESS AND INDUSTRY

Capability: Lead the City's role in coordination of emergent volunteers and donations to support local and tribal emergency operations

Primary City / County Departments: Troutdale Economic Development Department

EOC Coordination: Planning Section; Logistics Section; Finance Section

Related ESF: ESF 18- Business and Industry

Key activities that may need to be performed during an emergency for Business and Industry support include:

- Fostering partnerships with private (business and industry) and public (City, County, regional, state, federal) sector emergency management organizations throughout all phases of the emergency management cycle
- Identifying, coordinating, mobilizing, tracking, and demobilizing private sector owned and operated resources utilized during incident response operations.
- Conducting initial economic damage assessments for impacted areas.

3.0 WHOLE COMMUNITY MANAGEMENT SERVICES

The activities required to assess and restore management systems during an emergency require a cooperative effort that involves a whole community of partners including local, state, and federal agencies alongside public and private cooperators and partners. Table MGT-3 presents the primary City departments and supporting partners at all levels for each Management Services ESF.

| Table MGT-3 Emergency Services Supporting Agencies, Cooperators, and Partners Agencies | | | | |
|---|--|--|--|---|
| ESF 5 INFORMATION AND PLANNING | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> • Troutdale Executive Department • TPWD GIS Division | <ul style="list-style-type: none"> • MCEM | <ul style="list-style-type: none"> • Oregon Department of Emergency Management | <ul style="list-style-type: none"> • U.S. Department of Homeland Security | <ul style="list-style-type: none"> • N/A |
| ESF 7 RESOURCE SUPPORT | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> • Troutdale Finance Department • TPWD | <ul style="list-style-type: none"> • MCEM | <ul style="list-style-type: none"> • Oregon Department of Emergency Management • State Department of Administrative Services (DAS) | <ul style="list-style-type: none"> • U.S. Department of Homeland Security • U.S. DAS | <ul style="list-style-type: none"> • American Red Cross Northwest Oregon Chapter |
| ESF 14 PUBLIC INFORMATION | | | | |
| City | County | State | Federal | Private and NGO |
| <ul style="list-style-type: none"> • Troutdale Executive Department | <ul style="list-style-type: none"> • MCEM | <ul style="list-style-type: none"> • Oregon Department of Emergency Management • Oregon Department of Human Services • Oregon Health Authority • Oregon State Police | <ul style="list-style-type: none"> • FEMA | <ul style="list-style-type: none"> • N/A |
| ESF 15 VOLUNTEERS AND DONATIONS | | | | |
| City | County | State | Federal | Private and NGO |

| • Troutdale Executive Department | • MCEM | <ul style="list-style-type: none"> • Oregon Department of Emergency Management • Oregon Voluntary Organizations Active in Disaster (ORVOAD) | • FEMA | <ul style="list-style-type: none"> • American Red Cross Northwest Oregon Chapter • Salvation Army |
|---|--------|---|--|---|
| ESF 18 BUSINESS AND INDUSTRY | | | | |
| City | County | State | Federal | Private and NGO |
| • Troutdale Tourism and Economic Development Division | • MCEM | • State Department of Administrative Services (DAS) | • U.S. Department of Administrative Services | • Various local businesses and NGOs |

4.0 ROLES AND RESPONSIBILITIES

The following Management Services roles and responsibilities are intended to provide primary and supporting partners with a shared understanding of the tasks they may be asked to perform or support during an emergency and all assigned agencies are responsible for developing procedures to guide the execution of these tasks.

See the State of Oregon Emergency Operations Plan and National Response Framework for state and federal roles and responsibilities.

4.1 ALL MANAGEMENT SERVICES PARTNERS

- ☐ Implement continuity of operations procedures to continue essential functions.
- ☐ Provide situation status updates to the EOC when requested.
- ☐ Provide personnel and resources to support emergency operations as requested and available.

4.2 PRIMARY AGENCIES

City Councilors/City Manager

- ☐ Declare a State of Emergency and request assistance through the County.
- ☐ Make decisions on emergency funding needs.
- ☐ Participate (or delegate participation) in the County EOC, as required.
- ☐ Provide guidance on priorities to response to the incident.

Troutdale Digital Media Specialist

- ☐ Coordinate information sharing among cooperators and partner networks.
- ☐ Develop and distribute materials to the general public and media partners.
- ☐ Implement information clearance processes set by the Incident Commander
- ☐ Schedule media briefings in a designated location away from the EOC and other emergency operations
- ☐ Routinely update the Emergency Preparedness webpage on the City's website
- ☐ Provide and continuously update accurate and timely information on City social media pages, including Facebook alerts, the City's website and blog.

Troutdale Public Works Department (TPWD)

- ☐ Manage and track resources that have been deployed for an emergency using the T-card system; in coordination with the GIS Division, utilize the Arc GIS Field Maps application to track the whereabouts of deployed vehicles and teams.

TPWD GIS Division

- ☐ Compile geo-spatial incident information such as road closures and power outage areas to develop a common operating picture that can be used by IMTs and the City EMO
- ☐ In coordination with the City Information Services Division, ensure that TPWD iPads and their respective Arc GIS Field Maps applications are fully functional prior to their deployment in the field.

Troutdale Finance Department

- ☐ Monitor and document the financial costs of providing resources to include purchasing or contracting goods and services, transportation, and above normal staffing.
- ☐ Identify a separate charge code for all incident-related personnel time, losses and purchases to track financial resources committed to the incident and compile any related documentation that may be required for a disaster declaration.

4.3 SUPPORTING AGENCIES, COOPERATORS, AND PARTNERS

American Red Cross Northwest Oregon Chapter

- ☐ Coordinate the distribution of relief goods and relief services.
- ☐ Maintain records of goods distributed, donations collected and distributed, and people served.

Faith-Based Organizations

- ☐ Coordinate and distribute donations to persons affected by a disaster.
- ☐ Coordinate local volunteer efforts in conjunction with the County and American Red Cross. This may include the operation of informal or formal shelter sites.
- ☐ Provide information on donations received and distributed to the Emergency Management Department.

Local Media

- ☐ Provide coverage of local and regional disasters and provide information as requested from the Emergency Management Department.

Salvation Army

- ☐ Coordinate, collect and distribute relief goods and services.

- ☐ Collect and distribute relief funds.
- ☐ Provide volunteers, as needed.

5.0 MANAGEMENT SERVICES IN THE EOC

The Management Services does not have a separate branch within the EOC like the other functional annexes but, rather, consists of the following Command and General Staff:

- Public Information Officer
- Liaison Officer
- Planning Section Chief
- Logistics Section Chief
- Finance and Administration Section Chief

While it is understood that the City does not have the ability to staff an EOC of its own, this information is provided for awareness of what a full County EOC activation may consist of.

5.1 ACTIVATION

These Management Services positions will be activated when the Incident Commander or EOC Manager determine the need for resource or information management support. Upon this determination, the EOC Manager will notify the individuals who will be called upon to fill the position and who are then responsible for making appropriate notifications to ESF cooperators and partners and providing a representative to staff the EOC.

5.2 RESPONSIBILITIES

Refer to *Appendix G: EOC Team Resources and Assignments List Template* of the Basic Plan for an overview of the responsibilities of the PIO, Liaison Officer, Planning Section Chief, Logistics Section Chief, and Finance and Administration Section Chief.

6.0 CAPABILITY SUSTAINMENT

6.1 ANNEX DEVELOPMENT AND MAINTENANCE

The assigned primary agencies are responsible for the development and maintenance of this annex including coordination and engagement with supporting agencies to inform updates. At a minimum, this annex should be reviewed on an annual basis.

6.2 TRAINING AND EXERCISES

The City Manager, in coordination with the local government primary agencies, are responsible for integrating management services into the City's training and exercise program and providing guidance to partners and cooperators on training requirements and standards. Each partner is responsible for ensuring and documenting that personnel have received the appropriate training. Training and exercise activities will occur every two years or as deemed necessary due to legal or regulatory changes, or changes in organizational structure.

APPENDIX A RESOURCES AND REFERENCES

Resources

Local and Regional

- Multnomah County Multi-Jurisdictional NHMP

State

- State of Oregon Emergency Operations Plan,
- ESF 5, Information and Planning
- ESF 7, Resource Support
- ESF 14, Public Information
- ESF 18, Business and Industry

Federal

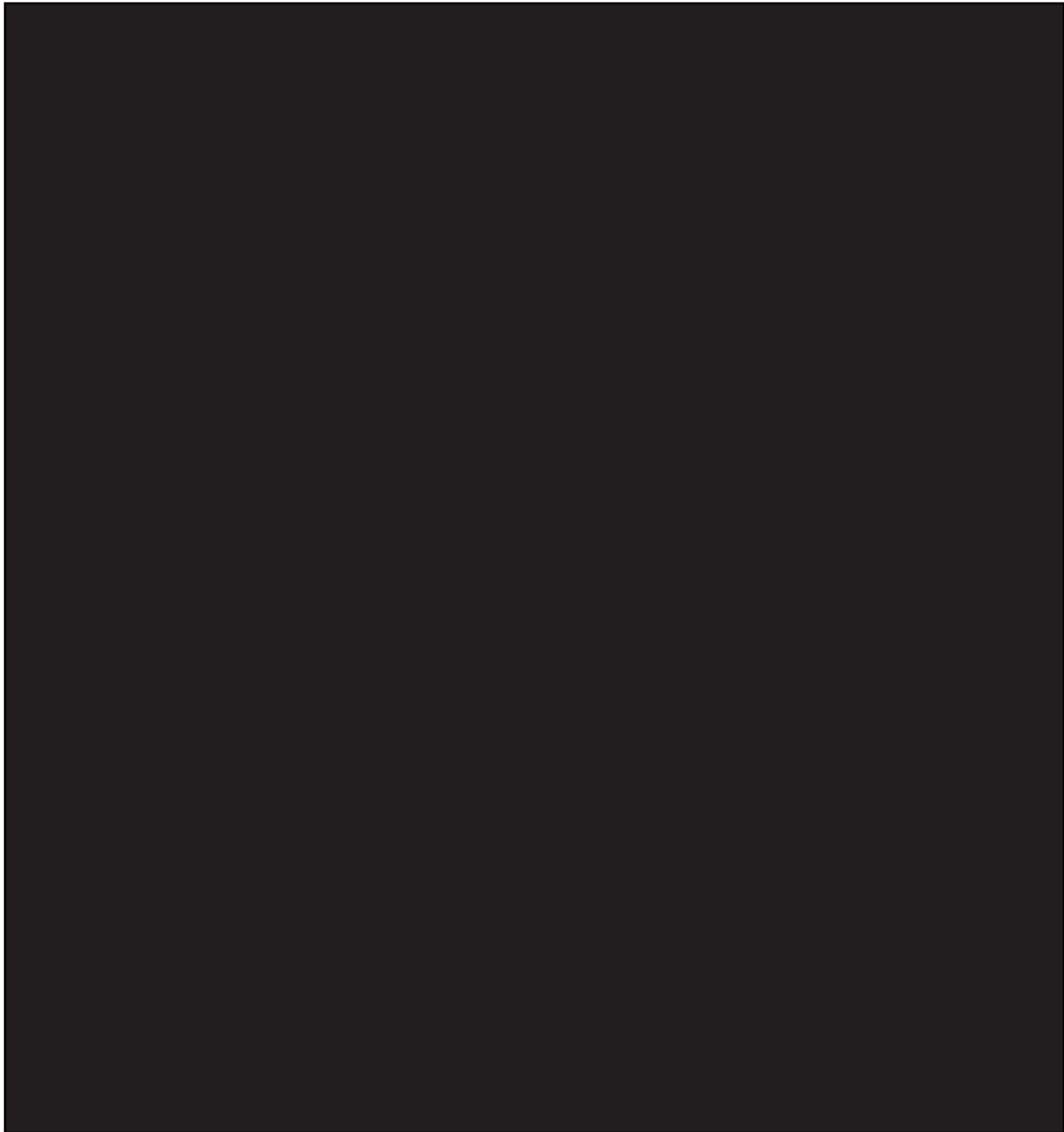
- National Response Framework
- ESF 5, Information and Planning
- ESF 6, Mass Care, Emergency Assistance, Temporary Housing, and Human Services
- ESF 7, Logistics
- ESF 14, Cross-Sector Business and Infrastructure
- ESF 15, External Affairs

Attachment A References

Federal Emergency Management Agency. 2019. Emergency Support Function Annexes. Website: <https://www.fema.gov/media-library/assets/documents/25512>. Accessed April 2025.

Oregon Emergency Management. ND. Oregon State Emergency Support Function (ESF) Quick sheets. Website: https://www.oregon.gov/OEM/Documents/Oregon_ESF_Descriptions_One_Page_Job_Aid.pdf. Accessed April 2025.

State of Oregon. 2022. Oregon Emergency Response System (ORES). Website: <https://www.oregon.gov/oem/emops/Pages/OERS.aspx>. Accessed April 2025.



Intergovernmental Agreement
Between the City of Troutdale and the
City of Wood Village for Provision of Water

This Intergovernmental Agreement (IGA) is entered into under the provisions of ORS Chapter 190 by and between the City of Troutdale ("Troutdale"), a municipal corporation in the State of Oregon, and the City of Wood Village, ("Wood Village"), also a municipal corporation in the State of Oregon (jointly, the "Parties").

RECITALS

- A. Troutdale and Wood Village are each purveyors of potable water to customers within their respective jurisdictions.
- B. Troutdale and Wood Village have interconnects between their respective water distribution systems in the vicinity of Columbia Park (the "Interconnect") and NE Halsey Street/244th which allows water to flow to one jurisdiction from the other via a multi-directional meter (the "Meter").
- C. Troutdale and Wood Village have capacity in their water system that is, at times, not fully utilized. However, a loss of production capacity could result in the need for water supplied to the other City. When all sources are functioning each City has the capacity to provide limited assistance to the other.

Now, therefore, the Parties do agree as follows:

- 1. Interconnect use: Troutdale will sell to Wood Village, and Wood Village will sell to Troutdale, potable drinking water, subject to the requirements and limitations within the agreement, via the Interconnect and expiring on December 31, 2028. This IGA may be terminated by mutual consent of both Parties at any time or unilaterally by either Party upon 60 days written notice to the other Party.
- 2. Wood Village will:
 - a. Ensure the proper operation of the Interconnect and calibration of the Meter.
 - b. Pay Troutdale for metered water usage within thirty (30) days after receipt of an invoice from Troutdale.
 - c. Promptly notify Troutdale of any malfunction in the Interconnect or the Meter. If water is provided during a period of Meter malfunction, the

amount of water provided per day shall be assumed to be the same amount as provided per day during the period the Meter was functioning properly.

- d. Provide potable drinking water to Troutdale via the Interconnect unless Wood Village determines, at its sole discretion, that it does not have sufficient excess capacity.

3. Troutdale will:

- a. Ensure the proper operation of the Interconnect and calibration of the Meter.
- b. Pay Wood Village for metered water usage within thirty (30) days after receipt of an invoice from Wood Village.
- c. Promptly notify Wood Village of any malfunction in the Interconnect or the Meter. If water is provided during a period of Meter malfunction, the amount of water provided per day shall be assumed to be the same amount as provided per day during the period the Meter was functioning properly.
- d. Provide potable drinking water to Wood Village via the Interconnect unless Troutdale determines, at its sole discretion, that it does not have sufficient excess capacity.

4. In the event of a need for water from one City to the other the following procedure will be followed:

- a. Notify, and obtain approval from the providing City prior to initial taking of any water.
- b. City providing water will read the meter before water is provided to establish initial point.
- c. City providing water will read the meter and provide the reading to the other City monthly between the 20th and 25th day of each month following initial taking of water.
- d. City providing water will submit an invoice to the City receiving water within thirty (30) days after reading of the Meter as described in 4. C.

5. The utilization of the interconnect resulting from an emergency, the providing City will bill according to their current residential per unit rate structure for all units of water consumed.
6. Wood Village and Troutdale shall, subject to limitations of the Oregon Constitution and the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify each other, their officers, agents, and employees from all suits, claims, or actions of whatsoever nature, resulting from or arising out of provision of water under this IGA.
7. This IGA is being entered into for the sole benefit of Wood Village and Troutdale. Nothing in this IGA shall be construed as creating third party benefits and any third party that does benefit as a result of this IGA shall not have any legal rights to the water that is being provided under this IGA or to enforce the terms of this IGA.
8. This IGA shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except in writing and signed by both Parties.
9. The failure of either Troutdale or Wood Village to enforce any provision of this IGA shall not constitute a waiver of that or any other provision of this IGA.
10. Communications concerning this IGA shall be sent to:

Troutdale

Public Works Director
City of Troutdale
342 SW 4th St
Troutdale, OR 97060

Wood Village

Public Works Director
City of Wood Village
23335 NE Halsey St
Wood Village, OR 97060

11. This IGA constitutes the entire agreement between the Parties. However, there shall be a Standard Operational Procedure (SOP) that is developed from time to time that meets the operational needs of both parties and is included herein by reference to the most current SOP. Otherwise, there are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

CITY OF TROUTDALE

CITY OF WOOD VILLAGE

DATE: 7-25-19

DATE: 7-15-19



Ray Young, City Manager


William Peterson, City Manager

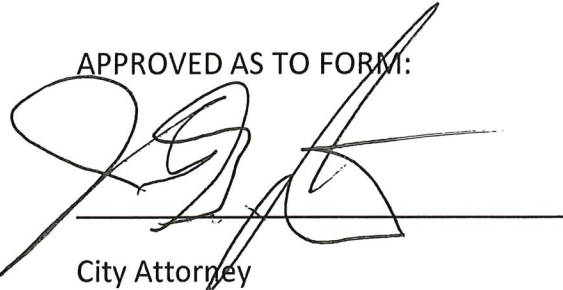

Casey Ryan, Mayor


Scott Harden, Mayor

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FORM:


City Attorney

DATE: 8-14-19

DATE: 6/27/19

**MEMORANDUM OF UNDERSTANDING
TO SUPPLEMENT THE BUREAU OF EMERGENCY COMMUNICATIONS
INTERGOVERNMENTAL AGREEMENT REVISED AUGUST 24, 1995, TO
PROVIDE FOR ADDITIONAL OVERSIGHT**

Recitals

1. This Memorandum of Understanding ("Memorandum") is signed by officials who are associated with parties to the Bureau of Emergency Communications Intergovernmental Agreement ("IGA") last revised on 8/24/95 (see attachment).
2. This Memorandum shall not amend or supercede said Intergovernmental Agreement but shall outline a mechanism for additional oversight as agreed to by officials who participate in BOEC matters for their respective jurisdictions.
3. This Memorandum is not a binding contract or intergovernmental agreement, and does not impose any enforceable obligations or liabilities on any person or governmental unit. As a non-binding statement reflecting the intentions of the signatories, it is not anticipated or required that this Memorandum will receive formal adoption by the jurisdictions participating in the IGA.

Understanding Regarding Additional Oversight

- I. A BOEC Advisory Board to the City of Portland Commissioner In Charge is hereby established, as a voluntary and supplemental opportunity to provide BOEC oversight.

Membership:

The BOEC Advisory Board shall consist of the governing official for each user jurisdiction: Mayor of Gresham, Mayor of Fairview, Mayor of Wood Village, Mayor of Maywood Park, Mayor of Troutdale, Sheriff of Multnomah County, Commissioner In Charge for Multnomah County, Portland Chief of Police, Portland Fire Chief, Fire Protection District 14, Fire District 30.

Responsibilities:

- A. Represent their respective jurisdictions on issues forwarded by the User Board.
- B. Review and comment on the annual budget as submitted by the BOEC Director.
- C. Participate in the selection of the BOEC Director.

- II. A BOEC Finance Committee shall be established, to provide voluntary and supplemental oversight on BOEC finances.

Membership:

The Finance Committee will consist of one finance/budget staff from each user jurisdiction and a finance staff person from BOEC.

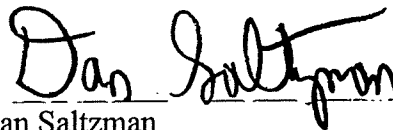
Responsibilities:

- A. Review, on a quarterly basis, the BOEC budget.
- B. Participate in the development of the annual budget and submit that budget to the BOEC Advisory Committee for approval and submission to the City of Portland.

IN WITNESS WHEREOF, the officials listed below have executed this Memorandum on the dates noted below.

CITY OF PORTLAND, OREGON

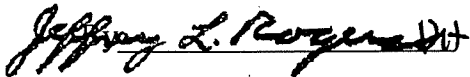
By



Dan Saltzman

Commissioner of Public Affairs

APPROVED AS TO FORM:
APPROVED AS TO FORM

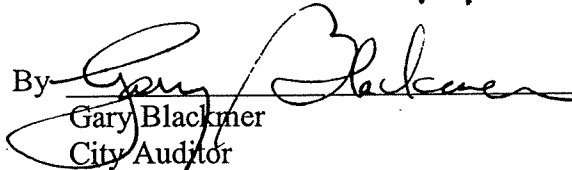


CITY ATTORNEY

Date:

3/8/01

By



Gary Blackmer
City Auditor

Date:

3/8/01

MULTNOMAH COUNTY, OREGON

REVIEWED:

By Thomas Sponsler
Thomas Sponsler
County Attorney's Office

By Beverly Stein
Beverly Stein
County Chair

Date: _____

By Dan Noelle
Dan Noelle
Sheriff

Date: 1/17/01

CITY OF GRESHAM, OREGON

By Charles J. Becker
Charles J. Becker
Mayor

Date: 7 March 2001

APPROVED AS TO FORM:

By Susan G. Bischoff
Susan G. Bischoff
City Attorney

By Bonnie Kraft
Bonnie Kraft
City Manager

Date: 7 March 2001

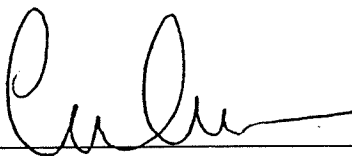
CITY OF TROUTDALE, OREGON

By 
Paul Thalhofer
Mayor

APPROVED AS TO FORM:

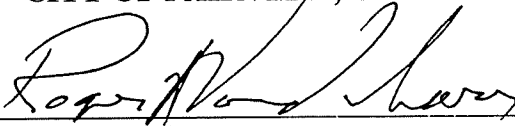
Date: Jan. 24, 2001

By N/A
Timothy J. Sercombe
City Attorney

By 
Erik Kvarsten
City Administrator

Date: January 24, 2001

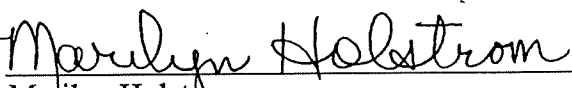
CITY OF FAIRVIEW, OREGON

By 
Roger Vonderharr
Mayor

APPROVED AS TO FORM:

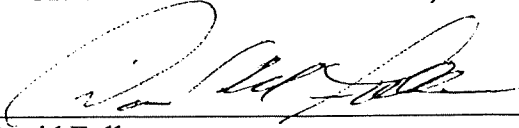
Date: 3-5-01

By NA
Berry & Elsner, LLP
City Attorneys

By 
Marilyn Holstrom
City Administrator

Date: 3-5-01

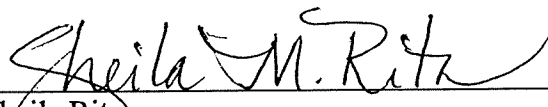
CITY OF WOODBURY VILLAGE, OREGON

By 
David Fuller
Mayor

APPROVED AS TO FORM:

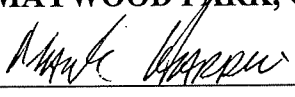
Date: 2/26/01

By N/A
Jeff Condit
City Attorney

By 
Sheila Ritz
City Administrator

Date: 2/26/01

CITY OF MAYWOOD PARK, OREGON

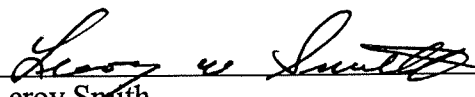
By 
Mark Hardie
Mayor

APPROVED AS TO FORM:

Date: 2-5-01

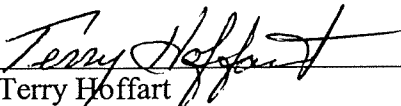
By N/A
Jeff Steffen
City Attorney

FIRE DISTRICT NO. 14

By 
Leroy Smith
Chairman, Board of Directors

Date: Jan 26, 2001

FIRE DISTRICT NO. 30

By 
Terry Hoffart
Chairman, Board of Directors

Date: Feb 6, 2001

**BOEC CHARGE FORMULA METHODOLOGY
PER ORIGINAL USER BOARD ADOPTION:**

Last discussion: October 2000 User Board Meeting

**Revised Document: October 2000, Board Meeting.
Adopted by Board at October Meeting.**

**Modification to allow user jurisdiction selection of quarterly or per accounting
period invoicing method, with selection of method by July 1st of each year.**

File name: formqtrb.wpd

**Adopted
October 19, 2000**

BOEC Charge Formula Methodology , Revised October 2000.

- Implementation:** This document and allocation method replaces the prior BOEC Charge Formula as documented in: BOEC Charge Formula, Committee Recommendations, August 21, 1997.
- Basis:** The User Board adopted a Population by Jurisdiction Formula as reviewed and recommended by the User Board Formula Review Subcommittee.
- The basis of this charge formula is to use the most recent and available certified population estimates from Portland State University for jurisdictions within Multnomah County, calculate the percent of total population for each jurisdiction, and apply the percent of total amounts to the BOEC user allocation total.
- Methodology:** These certified population estimates are published in the Spring of each year and reflect population estimates as of July 1st of the prior year. (the Center for Population Research and Census, College of Urban and Public Affairs, Portland State University, Portland State University, Portland, Oregon, 97207-0751.)
- Portland State University provides population figures for the following jurisdictions:
- Fairview
 - Gresham
 - Maywood Park
 - Portland
 - Troutdale
 - Wood Village
 - Multnomah County, unincorporated areas.

BOEC Charge Formula Methodology, Revised October 2000.

Calculation Example:

The most recent certified Portland State Population estimates will be used to calculate the relative percent of total for each jurisdiction within Multnomah County.

Using the July 1, 1997 population estimates (applied to the FY 99/00 BOEC budget) the population and percent of total calculations are:

| <u>Jurisdiction</u> | <u>Population</u> |
|---|-------------------|
| Fairview | 5,200 |
| Gresham | 81,865 |
| Maywood Park | 795 |
| Portland | 508,500 |
| Troutdale | 13,880 |
| Wood Village | 3,000 |
| Multnomah County, unincorporated areas. | <u>25,425</u> |
| Total | 638,665 |

| <u>Jurisdiction</u> | <u>Percent of Total</u> |
|---|-------------------------|
| Fairview | .81% |
| Gresham | 12.82% |
| Maywood Park | .12% |
| Portland | 79.63% |
| Troutdale | 2.17% |
| Wood Village | .47% |
| Multnomah County, unincorporated areas. | <u>3.98%</u> |
| Total | 100.00% |

Using the July 1, 1998 population estimates (applied to the FY 00/01 BOEC budget) the population and percent of total calculations are:

| <u>Jurisdiction</u> | <u>Population</u> |
|---|-------------------|
| Fairview | 5,910 |
| Gresham | 83,595 |
| Maywood Park | 790 |
| Portland | 509,610 |
| Troutdale | 14,040 |
| Wood Village | 3,030 |
| Multnomah County, unincorporated areas. | <u>24,575</u> |
| Total | 641,550 |

BOEC Charge Formula Methodology, Revised October 2000.

| <u>Jurisdiction</u> | <u>Percent of Total</u> |
|---|-------------------------|
| Fairview | .92% |
| Gresham | 13.03% |
| Maywood Park | .12% |
| Portland | 79.44% |
| Troutdale | 2.19% |
| Wood Village | .47% |
| Multnomah County, unincorporated areas. | <u>3.83%</u> |
| Total | 100.00% |

Using the July 1, 1999 population estimates (applied to the FY 01/02 BOEC budget) the population and percent of total calculations are:

| <u>Jurisdiction</u> | <u>Population</u> |
|---|-------------------|
| Fairview | 6,270 |
| Gresham | 85,435 |
| Maywood Park | 780 |
| Portland | 512,395 |
| Troutdale | 14,175 |
| Wood Village | 2,930 |
| Multnomah County, unincorporated areas. | <u>24,540</u> |
| Total | 646,525 |

| <u>Jurisdiction</u> | <u>Percent of Total</u> |
|---|-------------------------|
| Fairview | .97% |
| Gresham | 13.21% |
| Maywood Park | .12% |
| Portland | 79.26% |
| Troutdale | 2.19% |
| Wood Village | .45% |
| Multnomah County, unincorporated areas. | <u>3.80%</u> |
| Total | 100.00% |

BOEC Charge Formula Methodology, Revised October 2000.

Invoice Periods:

By July 1 of each year, each user jurisdiction will identify its preference in billing process from the following two options:

1) Accounting period (13 accounting periods in a fiscal year) invoices will be sent at the end of each accounting period.

The last (thirteenth) accounting period billing will be based on estimated expenditures to allow user jurisdiction payment from the appropriate fiscal year.

- or -

2) Quarterly invoices will be based on BOEC's actual expenditures for the first, second and third quarters. The fourth quarter invoice will be based on actual expenditures year to date plus encumbrances for budgeted items and expenditure estimates by BOEC for the quarter.

First quarter contains three accounting period (12 weeks), AP 1 through AP 3.

Second quarter contains three accounting period (12 weeks), AP 4 through AP 6.

Third quarter contains three accounting period (12 weeks), AP 7 through AP 9.

Fourth quarter contains four accounting period (16 weeks), AP 10 through AP 13.

Invoices for the quarters will be sent at the end of each quarter. Fourth quarter billing will be based on fourth quarter estimates by BOEC with the invoices to be issued in June or early July, to allow User Jurisdiction payment from the appropriate fiscal year.

Final revenue and expenditure reports are received by BOEC in September for the previous fiscal year. Reconciliation of the fiscal year user charges and the fiscal year actual costs will occur no later than October in the fall after receipt of the final revenue and expenditure report, with a goal of discussion at the October User Board Meeting.

BOEC Charge Formula Methodology, Revised October, 2000.

The final reconciliation will be broken down to reflect carry over for each user agency. A final reconciliation of costs will be provided to the User Board no later than October of each year. Carry over credit to be applied to the following fiscal year costs or as otherwise determined by each agency. BOEC retention of a carry forward balance for specific unanticipated expenditure needs would require Board approval.

Expenditure Tracking:

BOEC budgets presented to the User Board at the total Bureau level and will show anticipated line item breakouts.

Expenditures will be tracked by cost centers as established by BOEC and will include the ability to separate administration and operational expenditures.

Expenditures will be tracked at a line item detail level to include:

Personnel - Includes overtime and benefits.

Materials and Services

Major Capital Equipment

City Interagency Costs

City Indirect Costs

BOEC Assistance:

If User Agencies need to further allocate costs to disciplines within the user agencies or to other jurisdictions or user entities, BOEC is willing to provide assistance with the User Agency to review methods to allocate costs or to provide other support as is determined to be appropriate by BOEC management.

Functions and Disciplines:

The functions of call taking and dispatch times as well as the disciplines of Police, Fire and EMS will continue to be monitored and discussed as parts of the overall performance of BOEC and the User Agencies. Effective July 1, 1998, functions and disciplines will no longer be included as factors within the allocation of BOEC costs to User Agencies. Data on call statistics, such as call-taking and dispatch times, will continue to be accumulated and reported by BOEC for quality assurance and quality improvement purposes.

**Bureau of Emergency Communications
Intergovernmental Agreement**

1. Mission Statement

The mission of the Center is to service the public by providing the vital link between citizens in need with the proper emergency service responder by means of the most efficient operating systems available.

The Center may perform the same or similar services for other government agencies subject to the condition that there is no reduction or change in service levels or increase in cost to the Jurisdictions.

2. User Board

The Center is a multi-jurisdictional operation established to provide service to all citizens and emergency response agencies within Multnomah County. The day-to-day management, administration, and fiscal control of the Center is the responsibility of the City.

The Board will be composed of a representative of each of the following:

- (1) Portland Police Bureau, referred to as "Portland Police"
- (2) Portland Bureau of Fire, Rescue and Emergency Services, referred to as "Portland Fire"
- (3) Multnomah County Sheriff's Office, referred to as "M.C.S.O."
- (4) Gresham Police Department, referred to as "Gresham Police"
- (5) Gresham Fire Department, referred to as "Gresham Fire"
- (6) Multnomah County Emergency Medical Services, referred to as "EMS"
- (7) Troutdale Police Department, referred to as "Troutdale Police"
- (8) Fairview Police Department, referred to as "Fairview Police"
- (9) City of Wood Village
- (10) City of Maywood Park
- (11) Fire Protection District 14, referred to as "Corbett"
- (12) Fire District 30, referred to as "Sauvie Island"

**Bureau of Emergency Communications
Intergovernmental Agreement**

Representatives will be appointed by the administrator of each User Agency. There will also be three Citizens who will sit on the Board: one representing the geographical area west of the Willamette River; one from between the Willamette River and 122nd Avenue; and one from east of 122nd Avenue; the intent being to provide cross-county representation. The Citizen Representatives will be selected jointly by the User Agencies. The Center Director shall provide assistance to the User Board in the nominating and selection of Citizen Representatives.

The Board shall act as a Policy Advisory Board. Decisions by the Board affecting User Agencies' services shall be decided by majority vote. Board decisions shall be forwarded by the Board Chair to the Center Director, as the Board's primary contact. The Board may also communicate directly with the Commissioner-in-Charge of the Bureau of Emergency Communications of the City of Portland.

The authority and responsibility of the Board includes the following:

- (1) To review policies of the Center that affect the User Agencies or the User Agencies' operations.
- (2) To review and make recommendations regarding the Center's annual budget and the User Agencies' charges covering the expenses of the Center as prepared and presented by the Director. The review will include both User Agencies' general funds, and 9-1-1 revenues and the proposed and actual expenditures of these funds.
- (3) To act as the liaison representatives between participating User Agencies.
- (4) To participate in the planning, development, and the implementation of any new communication, computer, or other technical operational system that the User Agencies participate in the funding of, or that has an impact on the User Agencies' operational capabilities.

The Board will adopt the billing methodology for all costs associated with the operation of the Center. The Jurisdictions receiving service from the Center will provide funding for costs associated with

**Bureau of Emergency Communications
Intergovernmental Agreement**

the delivery of service which is consistent with the executed Performance Agreements (Part 5).

The City of Portland will confer with the Board about the hiring and/or discharge of the Center's Civilian Director, but the City of Portland reserves the right to make the final decision.

3. The Center

(1) **General Charge:** 9-1-1 being the primary means of citizens contacting emergency services responders within Multnomah County, the Center is charged with the responsibility of providing prompt, courteous handling of all calls from the public.

The Center being the primary dispatch location for emergency services responders within Multnomah County, the Center is also charged with the responsibility of providing prompt dispatch of all calls requiring response.

The Center, as a recognized first contact by the public who are unable to determine the proper handling of their situation, is further charged with the responsibility of providing prompt, accurate referral of all calls which do not require response by an emergency service responder.

(2) **General Configuration:** The Center is the primary link between the public and emergency services responders for all service response, and, recognizing the critical nature of emergency calls, will operate and maintain both emergency and non-emergency telephone call handling systems. The Center will also perform dispatch of emergency service responders, system status management for EMS, other associated services, and management of the Emergency Communications Center.

(3) **Administrative Responsibility:** Portland shall possess and exercise administrative authority and responsibility to manage and maintain the Center, and nothing in this Agreement shall change title to, ownership of, or access to the Center, any of its equipment, or any other real and personal property.

(4) **General Dispatch:** The Center shall maintain access to the CHORAL System and provide that information to response units.

**Bureau of Emergency Communications
Intergovernmental Agreement**

When Fire/EMS personnel are dispatched, the Center shall ensure that a certified Fire/EMS dispatcher monitors the assigned radio talk group until incident conclusion, or until advised by units on the scene that monitoring is no longer required. The dispatcher shall continue to communicate with emergency service personnel throughout the incident, providing such information and documented support as may be appropriate.

When a field supervisor requests the exclusive use of a radio talk group and dispatcher that is outside the normal scope of operations, if practical, a dispatcher and radio talk group will be provided. The ability to make this assignment will be weighed against the call volumes at the time. Costs for such operations will be billed directly to the requesting User Agency.

(5) Operational Center Staffing: The Center shall provide adequate supervision, training, and operating procedures to ensure that those employees assigned to process calls are prepared to meet the specific needs of User Agencies.

Only certified Call Takers and Dispatchers will be assigned to independently process E9-1-1 calls. The Center shall assure certification compliance of personnel as specified by local, state, and federal standards.

(6) Monthly Reports: a) During the period of this Agreement, the Center shall submit monthly management reports to User Agencies in accordance with a mutually agreed-upon format; b) The Center shall send reports on all citizen requests for service, the action taken, and the ultimate disposition of requests for service, to each User Agency.

(7) Computer Aided Dispatch (CAD) Data: All CAD and Mobil Digital Terminal (MDT) magnetically recorded data shall be retained for a period of at least twelve (12) months. Audio tapes shall be retained for at least seven (7) months by the Center. Any additional costs incurred by the Center in

**Bureau of Emergency Communications
Intergovernmental Agreement**

the storage of CAD and MDT magnetically recorded data and audio tapes beyond the agreed-upon time shall be paid by the requesting User Agency.

(8) **Special Reports:** Special requests for reports not generally produced as part of the monthly report package shall be honored only when authorized by the User Agency's representative to the Center. Such requests shall be billed to the requesting User Agency based on prevailing rates, and shall not require the use of unbudgeted resources.

(9) **Document Retrieval/Voice Tape Research:** All requests for research or reproduction of CAD printouts or voice tapes will be billed to the requesting User Agency at the established rate. There is no charge for research associated with the processing of a complaint.

(10) **Service Complaints:** Complaints received by the Center from citizens concerning User Agency performance will be referred directly to the User Agency. Complaints from citizens about Center services received by User Agencies will be referred directly to the Center Director.

(11) **System Integrity:** Maintenance which interferes with the operation of the primary system shall not be permitted unless a back-up system is in place that provides basic service to citizens and field units. The Center shall *immediately* notify the User Agencies of any major system failures or maintenance which affect service to the User Agencies.

(12) **Back-up Dispatching System:** The Center will maintain and ensure the accuracy of a back-up system capable of providing basic service to citizens and field units. All certified dispatchers must be proficient in the use of the back-up system. The Center shall conduct regularly scheduled drills to ensure competence.

(13) **Charges for Services:** a) Charges for communication services (call taking and dispatch) delivered by the Center to User Agencies shall be based on the agreed-upon billing methodology;

**Bureau of Emergency Communications
Intergovernmental Agreement**

b) Whenever User Agencies are added or deleted from the communications service system, the billing methodology will be revised to reflect services provided to the additional, or remaining, Agencies.

4. Emergency Operations

Participating Jurisdictions shall have access to the Center to direct such emergency operations as circumstances may require.

5. Performance Agreements

The City shall negotiate separate Performance Agreement(s) with each User Agency describing and defining the standards of performance of various types of telephone call processing services (E9-1-1, non-emergency and dispatch services) and other service expectations to be provided by the Center to the Jurisdictions and their User Agencies.

6. Center Personnel

The day-to-day administration of the Center will be the responsibility of the Director. All Center personnel will be civilian employees of the City. The Jurisdictions agree that the Director of the Center shall possess and exercise administrative and management authority over all Center personnel.

7. Liaison

The Board may consent to the assignment of Liaison personnel to the Center. Liaison personnel will not be considered Center employees. Liaison personnel will have no supervisory authority or responsibility when assigned to the Center. Supervision, management and administrative support for Liaison personnel will be the responsibility of the User Agency making the assignment.

8. Budget

The Center's budget will include the total costs of the Center's operation. The Board will review the Center budget and any modification of that budget. The Jurisdictions will provide resources sufficient to fund the budget. The Jurisdictions reserve the right to participate in the Center's budget process. Prior

**Bureau of Emergency Communications
Intergovernmental Agreement**

to submission for City budget review, the Jurisdictions and User Agencies shall receive copies of all documents relating to the Center's budget in sufficient time to review and comment upon said documents.

The Jurisdictions will pay their agreed-upon proportionate share of the expenses of operating the Center as noted in the Performance Agreement(s) referred to in Part 5, then in effect between the parties. The Performance Agreements shall stipulate in the billing methodology the formula to be used to determine costs to each User Agency.

The Center will recover costs for research, tape requests, special report generation services and other special services which are not part of the call taking and dispatch function. Costs of all User Agency requests for such items will be billed directly to the User Agency making the request.

9. Confidentiality

All information received, originated, and/or processed by the Center is confidential. The Center Director is custodian of all records created and/or maintained by the Center in accordance with ORS 192.410 to 192.505. This information includes:

- a) User Agency communications (voice, written, and/or fax);
- b) Computer Aided Dispatch (CAD) information;
- c) Mobile Digital Terminal (MDT) information;
- d) Law Enforcement Data System (LEDS) information;
- e) ANI/ALI information;
- f) Voice tapes;
- g) Center reports;

This information cannot be released to or accessed by any person or agency outside the Center or User Agencies without due notification of and authorization from User Agencies or by Court Order. When the Center receives a request for information that the User Agency considers to be confidential, the User Agency shall, at its expense, defend the confidentiality of the information.

The confidentiality and privacy of Center records and tapes shall be maintained and protected consistent with relevant laws and regulations. Once User Agency information is delivered to or accessed

**Bureau of Emergency Communications
Intergovernmental Agreement**

by a User Agency, all responsibility for maintaining the confidentiality of and safeguarding the information resides with the User Agency.

Each User Agency will have access to the Center-generated files, reports and records for their respective User Agency and for each of the other User Agencies' files, reports and records.

10. Property Settlement Upon Termination

All Center facilities and equipment have been provided by the City of Portland. The City of Portland shall retain all Center facilities and equipment upon termination of the agreement or withdrawal.

11. Liability

The City of Portland shall defend, indemnify and hold harmless the Jurisdictions and User Agencies from any and all liability, loss, or damage resulting from claims, demands, costs, or judgments against the Jurisdictions and User Agencies due to any Center activity not undertaken at the direction of a Jurisdiction or User Agency or its officers, employees or agents, consistent with ORS 30.260 *et seq.* Each Jurisdiction and User Agency agrees to promptly notify the Center and the City's Office of Finance and Administration, Risk Management Division, of any claims or demands made against any Jurisdiction or User Agency as a result of any alleged activity.

12. Limitations

Nothing contained in this Agreement shall be construed as a grant of any legislative authority by the Jurisdictions or User Agencies to any party or to the Center.

13. Construction

This Agreement shall be liberally construed to effect the purposes expressed herein.

14. Termination of Previous Agreements

All rights and responsibilities concerning the Center are now incorporated into this Agreement and the Jurisdictions agree that all previous agreements relating to the Center are terminated.

15. Term, Modification and Review of Contract

- a) This contract may only be terminated by mutual consent of all the Jurisdictions.

**Bureau of Emergency Communications
Intergovernmental Agreement**

b) Any Jurisdiction may cease to participate in this Agreement through procedures outlined in ORS Chapter 401 and by providing all other parties with written notice at least six (6) months prior to July first of the year in which the party wishes to cease participating.

c) Any Jurisdiction wishing to amend the Agreement shall notify each of the other Jurisdictions by providing a statement of issues and provisions which the notifying party wishes to modify and a date for the initiating of negotiation not sooner than 30 days nor later than 90 days after the date of notification.

16. Non-assignment

No Jurisdiction may assign any right or responsibility without the written consent of the other Jurisdictions.

**Bureau of Emergency Communications
Intergovernmental Agreement**

17. Notices

All notices pursuant to the terms of this Agreement shall be addressed as follows:

Notices to City

1. Commissioner in Charge
1220 SW Fifth Avenue
Portland, Oregon 97204
2. Chief, Portland Police Bureau
1111 SW Second Avenue
Portland, Oregon 97204
3. Chief, Portland Bureau of Fire, Rescue and
Emergency Services
55 SW Ash Street
Portland, Oregon 97204

Notices to County

1. County Chair
Room 134, Multnomah County
Courthouse
1021 SW Fourth Avenue
Portland, Oregon 97204
2. Sheriff, Multnomah County
Hansen Building
12240 NE Glisan
Portland, Oregon 97204
3. Director, Emergency Medical Services
426 SW Stark, Ninth Floor
Portland, Oregon 97204

Notices to City of Gresham

Gresham City Manager
1333 NW Eastman Parkway
Gresham, Oregon 97030

Notices to City of Troutdale

Troutdale City Administrator
104 SE Kibling
Troutdale, Oregon 97060

Notices to City of Fairview

Fairview City Administrator
P.O. Box 337
Fairview, Oregon 97024

**Bureau of Emergency Communications
Intergovernmental Agreement**

Notices to City of Wood Village

Wood Village City Administrator
2055 NE 238th Avenue
Wood Village, Oregon 97060-1095

Notices to City of Maywood Park

Mayor, Maywood Park
4510 NE 102nd Avenue, Annex 1
Maywood Park, Oregon 97220

Notices to Fire District 14

Chief
Multnomah County Rural Fire
Protection District 14
P.O. Box 1
Corbett, Oregon 97019-0001

Notices to Fire District 30

Chief
Sauvie Island Fire District 30
17236 NW Lucy Reeder Rd.
Portland, OR 97231

**Bureau of Emergency Communications
Intergovernmental Agreement**

IN WITNESS WHEREOF, the Jurisdictions have legally approved and executed this Agreement on the dates noted below.

APPROVED AS TO FORM:

By *Jeffrey L. Rogers, Deputy*
Jeffrey L. Rogers, City Attorney
10/20/95

CITY OF PORTLAND, OREGON

By *Earl Blumenauer*
Earl Blumenauer, Commissioner

Date: *11/15/95*

By *Barbara Clark*
Barbara Clark, City Auditor

Date: *11/15/95*

REVIEWED:

By *Laurence Kressel*
Laurence Kressel, County Counsel

Date: *October 9, 1995*

MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, County Chair

Date: _____

By *Dan Noelle*
Dan Noelle, Sheriff

Date: *10-1-95*

Bureau of Emergency Communications
Intergovernmental Agreement

CITY OF GRESHAM, OREGON

APPROVED AS TO FORM:

By Thomas Sponsler
Tom Sponsler, City Attorney

By Gussie McRobert
Gussie McRobert, Mayor

Date: 10/5/95

By Bonnie Kraft #12
Bonnie Kraft, City Manager

Date: 10/4/95

CITY OF TROUTDALE, OREGON

APPROVED AS TO FORM:

By N.A.
Shane Reeder, City Attorney

By Paul Thalhofer
Paul Thalhofer, Mayor

Date: 9/21/95

By Erik Kvarsten
Erik Kvarsten, City Administrator

Date: 9/19/95

CITY OF FAIRVIEW, OREGON

APPROVED AS TO FORM:

By N/A
William L. Brunner, City Attorney

By Roger Vonderharr
Roger Vonderharr, Mayor

Date: 9-6-95

By Marilyn Holstrom
Marilyn Holstrom, City Administrator


Date: 9-7-95

Bureau of Emergency Communications
Intergovernmental Agreement

APPROVED AS TO FORM:

By 
William L. Brunner, City Attorney

CITY OF WOOD VILLAGE, OREGON

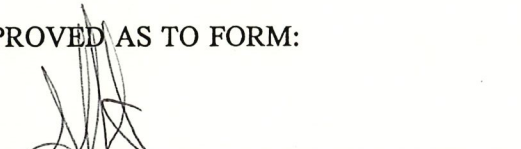
By 
Donald L. Robertson, Mayor Pro Tem
William J. Stewart

Date: 9/13/95

By 
Sheila M. Ritz, City Administrator

Date: 9/13/95

APPROVED AS TO FORM:

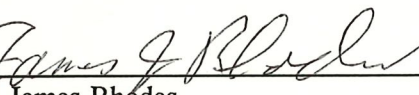
By 
Jeff Steffen, City Attorney

CITY OF MAYWOOD PARK, OREGON

By 
Jeff Steffen, Mayor

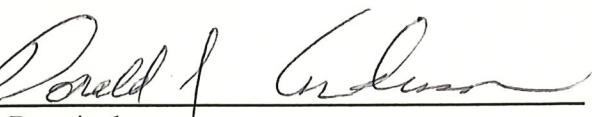
Date: 9/6/95

FIRE DISTRICT NO. 14

By 
James Rhodes
Chairman, Board of Directors

Date: 10/19/95

FIRE DISTRICT NO. 30

By 
Don Anderson
Chairman, Board of Directors

Date: 9/12/95

ORDINANCE No. 169468

* Authorize an Intergovernmental Agreement between the City of Portland, Multnomah County, Cities of Gresham, Troutdale, Fairview, Wood Village, and Maywood Park, Multnomah County Rural Fire Protection District 14 (Corbett), and Sauvie Island Fire District No. 30 for the provision of emergency call receiving and dispatch services by the Bureau of Emergency Communications. (Ordinance)

The City of Portland Ordains:

Section 1: The Council Finds:

1. The Bureau of Emergency Communications (BOEC) is the primary 9-1-1 Public Safety Answering Point for all jurisdictions within Multnomah County.
2. The Bureau of Emergency Communications (BOEC) provides emergency dispatch and related services for all signatories to the Agreement.
3. The language of the October 12, 1989 Agreement required revision due to changes in the Bureau of Emergency Communications operation.
4. The Intergovernmental Agreement attached to this ordinance and marked Exhibit A addresses updated language to the agreement adopted October 12, 1989.
5. This Agreement is authorized pursuant to Chapter 190 of Oregon Revised Statutes and Section 2-105 (a) 4 of the Charter of the City of Portland.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and the City Auditor to execute this Intergovernmental Agreement with Multnomah County, the Cities of Gresham, Troutdale, Fairview, Wood Village, and Maywood Park, Multnomah County Rural Fire Protection District 14 (Corbett), and Sauvie Island Fire District No. 30 for the provision of emergency call receiving and dispatch services substantially in the form of the attached Exhibit A.

Section 2. The Council declares that an emergency exists in order to immediately protect and preserve the public health, safety and welfare by insuring the continuity of emergency call receiving and dispatch and related services within the Portland area; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, NOV 08 1995

BARBARA CLARK
Auditor of the City of Portland

By
Sherrill L. Whittemore Deputy

Commissioner Earl Blumenauer
Sherrill L. Whittemore: mkd
October 31, 1995

RESOLUTION NO. 1202

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND FOR EMERGENCY COMMUNICATION SERVICES.

WHEREAS, the City has a need for a Primary Public Safety Answering Point as defined in ORS 401.

WHEREAS, the City of Portland shall operate and maintain an E9-1-1 emergency call receiving and dispatch center known as the Bureau of Emergency Communications.

WHEREAS, the following User Agencies (i.e., emergency service responders): Portland Police Bureau; Portland Bureau of Fire, Rescue and Emergency Services; Multnomah County Sheriff's Office; Multnomah County Emergency Medical Services; Gresham Police and Fire Departments; Fairview Police Department; Fire District 14; and Fire District 30 have entered into this agreement.

WHEREAS, the Jurisdictions and User Agencies have determined that the establishment of a consolidated emergency communications system is in their best interest.

WHEREAS, the City shall have a representative appointed to the User Board, which has been established to review proposed policy changes and advise the Center Director and/or the Commissioner in charge.

WHEREAS, the User Board shall review and make recommendations regarding the Emergency Communications Center's Annual Budget and the User Agencies charges covering the expenses of those services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

The Mayor is authorized to enter into and sign an Intergovernmental Agreement with the City of Portland to provide Emergency Communication Services.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalborfer, Mayor

DATED 9-13-95


George Martinez, City Recorder

Adopted: 9-12-95

50596

NOV 16 1995

EXHIBIT "A"

BUREAU OF EMERGENCY COMMUNICATIONS

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the JURISDICTIONS, hereinafter referred to as "Jurisdictions," as follows: the CITY OF PORTLAND, a municipal corporation of the State of Oregon; MULTNOMAH COUNTY, a political subdivision of the State of Oregon; the CITY OF GRESHAM, a municipal corporation of the State of Oregon; the CITY OF TROUTDALE, a municipal corporation of the State of Oregon; the CITY OF FAIRVIEW, a municipal corporation of the State of Oregon; the CITY OF WOOD VILLAGE, a municipal corporation of the State of Oregon; the CITY OF MAYWOOD PARK, a municipal corporation of the State of Oregon; MULTNOMAH COUNTY RURAL FIRE PROTECTION DISTRICT 14, referred to as "Corbett;" and SAUVIE ISLAND FIRE DISTRICT NO. 30; pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes.

Services shall be provided to the following User Agencies (i.e., emergency service responders) of the Jurisdictions: Portland Police Bureau; Portland Bureau of Fire, Rescue and Emergency Services; Multnomah County Sheriff's Office; Multnomah County Emergency Medical Services; Gresham Police and Fire Departments; Troutdale Police Department; Fairview Police Department; Fire District 14; and Fire District 30.

The City of Portland shall operate and maintain the Primary Public Safety Answering Point (PPSAP) as defined in ORS 401, for an E9-1-1 emergency call receiving and dispatch operation for all of Multnomah County, known as the BUREAU OF EMERGENCY COMMUNICATIONS, hereinafter referred to as the "Center."

**Bureau of Emergency Communications
Intergovernmental Agreement**

The City of Portland shall provide for the management, operation, and maintenance of the Center and control such functions on a day-to-day basis. For executive and administrative purposes the Center shall function as a Bureau of the City of Portland.

A User Board, hereinafter referred to as the "Board," consisting of a representative from each User Agency and three Citizens Representatives, has been established to review proposed policy changes and advise the Center Director and/or the Commissioner in charge of the Bureau and the Executive authorities of each Jurisdiction regarding policy changes and other matters which may be under consideration by the Board.

For the purposes of this Agreement, the following will apply:

- (1) Policy is defined as an overall governing plan which affects or impacts the Center's provision of service to its User Agencies;
- (2) Procedures are defined as an established process or course of action on how the Center provides service to its User Agencies. The Center's Standard Operating Procedures (SOPs) define how the Center provides service to its User Agencies.

In consideration of the terms, conditions, and covenants contained herein below, the Jurisdictions hereto agree as follows:

The Jurisdictions and User Agencies have determined that the establishment of a consolidated emergency communications system is in their best interest.

The Center is to be operated as a Consolidated Law Enforcement, Fire and Medical dispatch operation, and the orderly continuation of the Center services is in the mutual best interests of the Jurisdictions and the User Agencies.

The Jurisdictions have agreed that the Center will carry out its service functions to the community without regard to their respective geographical boundaries.

**INTERGOVERNMENTAL AGREEMENT FOR FIRE
AND EMERGENCY SERVICES**

This Intergovernmental Agreement (Agreement) is by and between the City of Gresham (Gresham) and the City of Troutdale (Troutdale), the City of Fairview (Fairview) and the City of Wood Village (Wood Village) (collectively "Three Cities").

WHEREAS, Gresham and the Three Cities, under the authority of ORS Chapter 190, desire to enter into this Agreement for the provision of fire and emergency services to the territory within the city limits of the Three Cities.

WHEREAS, Gresham desires to enter into an agreement with the Three Cities to provide fire and emergency services to the Three Cities and their inhabitants through its Fire and Emergency Services Department (GFES); and

WHEREAS, Gresham through its GFES has the resources to provide quality and professional fire and emergency services to the Three Cities; and

WHEREAS, Gresham and the Three Cities have an established and successful twenty year contract relationship for FEMS and desire to continue and build upon the existing partnership; and

WHEREAS, the parties agree that sharing resources to void unnecessary duplication of staff, equipment, and training will promote efficiency and effectiveness in local government administration and service delivery; and

WHEREAS, Gresham through its GFES will provide fire and emergency services in accord with this Agreement and the Three Cities will provide payment to Gresham for the agreed upon cost of providing fire and emergency services.

NOW, THEREFORE, the parties agree as follows:

1. This Agreement shall be effective at 12:01 A.M July 1, 2015. This Agreement shall remain in effect until 11:59 P.M. June 30, 2025 unless earlier terminated in accordance with the paragraph 13 or modified in accordance with paragraph 14.
2. Gresham shall provide fire suppression, fire prevention, emergency medical services and specialty rescue and response services to the Three Cities. The level of service to be provided shall be the same level as that provided to the Three Cities as of the effective date of this Agreement.
3. Services Provided:
 - a. Fire suppression and emergency medical services.
 - i. Gresham will maintain continuous (twenty-four (24) hours per day, seven (7) days per week) fire suppression and emergency medical service at the level provided at the signing of this Agreement.
 - ii. Mutual aid and automatic aid agreements with fire suppression providers

that are contiguous with the Three Cities.

- b. Specialty rescue and response services may include:
 - i. Regional Hazardous Materials Team for chemical spills and biological incidents at fixed sites, such as manufacturing facilities, and transportation accidents, including interstate and rail.
 - ii. Water Rescue.
 - iii. Technical Rescue Team to include confined space for industrial users and high angle rope rescue.
 - iv. Urban Search and Rescue (USAR) for structural collapse.
 - v. CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosive) response, including Mass Casualty.
- c. Fire Prevention Services may include:
 - i. Review of building and construction plans for compliance with applicable fire codes and ordinances within the Three Cities.
 - ii. Fire investigation within the Three Cities.
 - iii. Review of Fire Codes and ordinances for adoption by the Three Cities.
 - iv. Fire prevention and education programs, which may include civic groups, presentations at schools, and other community events. These programs shall be consistent with other outreach efforts in Gresham.

4. The Three Cities agree to adopt the same Fire Code, with amendments, that is adopted by Gresham. Gresham shall provide notice to the Three Cities of each amendment to its Fire Code. Each of the Three Cities individually grant Gresham the authority to enforce that Fire Code in the Three Cities. Gresham accepts this authority and agrees to enforce that Fire Code within the Three Cities.

5. Reporting

- a. GFES shall submit separate monthly management reports to each of the Three Cities in accordance with the template in Appendix A.
- b. Management reports shall include the following:
 - i. Response times, including any unusual circumstances that may have caused a variant in response
 - ii. Number of calls, broken out by type
 - iii. Program-level property loss and death statistics
 - iv. Information regarding significant events
- c. Upon request, GFES will be available to review any items identified in these reports with the Three Cities.

6. Performance

- a. GFES shall immediately notify the Three Cities of any major system failure or maintenance which affects service to the Three Cities.
- b. Upon request, GFES shall provide large scale and significant event debriefs.

- c. Complaints received by the Three Cities about GFES services, will be referred directly to the GFES Fire Chief. Any resolution or correspondence concerning that referred call shall be provided back to the originating City, with a summary provided to the User Board specified in this Agreement.

7. Gresham shall provide for all facilities maintenance, vehicle maintenance, equipment maintenance and replacement, and the attendant risk management, personnel management, and management support necessary to perform the services required under this Agreement.

8. The existing user board shall continue under this Agreement. The user board shall be comprised of no more than nine (9) members comprised of two (2) representatives appointed by Troutdale, two (2) representatives appointed by Fairview, two (2) representatives appointed by Wood Village, and three (3) representatives appointed by Gresham. Gresham and the Three Cities shall continue to work cooperatively on the role and responsibilities of the user board. No staffing, equipment or service provision changes shall be made to the primary response stations to the Three Cities without first discussing the proposed changes with the User Board. Gresham shall retain the sole ability to make any such decision and implement such changes.

- a. In addition to monthly reports in accordance with Appendix A, Gresham shall make an annual presentation in the first calendar quarter of each year to the City Council of each of the Three Cities summarizing the prior calendar year monthly management reports, and progress on system performance and productivity improvements.
- b. A standards of service document shall be prepared identifying the response methods and equipment employed by GFES. The standards shall be provided to the Three Cities, and the annual report shall include any proposed or implemented changes to the standards.

9. Subject to the prior review and recommendation by the user board that is described in paragraph 8, Gresham reserves the right to locate personnel, facilities and apparatus to provide effective, cost effective service to its total regional service area.

10. Troutdale, Fairview and Wood Village shall individually and independently pay Gresham the following sums as compensation for fire services:

- a. For Fiscal Year 2015/2016, the fee for service shall be:

| | 2015/2016 |
|--------------|-------------|
| Wood Village | \$ 371,013 |
| Fairview | \$ 914,377 |
| Troutdale | \$1,856,715 |

- b. For Fiscal Year 2016/2017 the amount owed shall be calculated for each jurisdiction based on \$1.56 per \$1,000 Total Assessed Value (to be calculated using the assessed values announced in the fall of 2015).

- c. For Fiscal Year 2017/2018 and for each fiscal year thereafter, the fee for service will be established by increasing each jurisdiction's prior year's number by a rate calculated by the following formula:

- i.
$$\text{CPI} + \left(\frac{((\text{Most Recent Completed Year's Actual Fire and Emergency Services Employee Cost} / \text{Most Recent Completed Year's Actual FTE Count}) - (\text{2 Years ago Actual Fire and Emergency Services Employee Costs} / \text{2 Years ago Actual FTE Count}))}{(\text{Two Year's Ago Actual Fire and Emergency Services Employee Cost} / \text{Two Years ago Actual FTE Count})} \right) = \text{\% change of average FTE Cost} / 2)$$

Example:
$$\text{CPI} + \left(\frac{((\text{FY 2016/17 Actual Fire and Emergency Services Employee Costs} / \text{FY 2016/17 Actual FTE}) - (\text{FY 2015/16 Actual Fire and Emergency Services Employee Costs} / \text{FY 2015/16 Actual FTE}))}{(\text{FY 2015/16 Actual Fire and Emergency Services Employee Costs} / \text{FY 2015/16 Actual FTE})} \right) = \text{\% change of average FTE Cost} / 2)$$

- ii. Fire and emergency services average employee cost shall include all employee costs from the most recently completed fiscal year. These costs shall include all pay types including but not limited to: salaries, overtime, certificate pay, and premium pay and all benefit types including but not limited to: Health & Dental Insurance, PERS, pension bonds, VEBA, and workers' compensation.
- iii. The Consumer Price Index used shall be: Consumer Price Index – All Urban Consumers. Series Id: CUUSA425SAO. Not seasonally adjusted. Portland-Salem, OR-WA. All Items. Half 2 (December, Prior Year) to Half 2 (December, Current Year).
- iv. The annual escalation factor shall not be less than 2.5% or more than 4.5%.
- v. By approximately January 15th of each year Gresham shall notify the Three Cities in writing of the estimate for the fee for services for the coming July 1st FY, illustrating the formula components, calculation and resulting fees.

11. Troutdale, Fairview and Wood Village shall also be individually and independently responsible for the cost of Fire Dispatch services pursuant to the Intergovernmental Agreement with the City of Portland Bureau of Emergency Communications. Each of the Three Cities shall provide GFES with written confirmation that it has paid for Fire Dispatch services.

12. The Three Cities annual financial obligations to Gresham, set out above, shall be paid quarterly in arrears upon invoice by Gresham in four equal installments, with the payments being made on or before October 1st, January 1st, April 1st and June 30th of each year.

13. This Agreement may be terminated by Gresham or by Troutdale, Fairview or Wood Village, in accordance with the following:

- a. Gresham may terminate this Agreement if Troutdale, Fairview or Wood Village is in default and Gresham notifies the defaulting party in writing that it intends to terminate the Agreement on a date specified by Gresham if the default is not cured within ten days of the date the notice is received. If this Agreement is terminated by Gresham due to default by one of the Three Cities, the Agreement between Gresham and the remaining non-defaulting cities shall continue in full force and effect.
- b. Troutdale, Fairview or Wood Village may terminate this Agreement if Gresham is in default and Troutdale, Fairview or Wood Village notifies Gresham and the other two cities that it intends to terminate the Agreement on a date specified by the terminating party (Initial Termination Notice) if the default is not cured within ten days of the date the Initial Termination Notice is received. If this Agreement is terminated due to Gresham's default, the Agreement between Gresham and the two cities that did not issue the Initial Termination Notice shall continue in full force and effect unless one or both of the other cities notify Gresham within five (5) days of the receipt of the Initial Termination Notice that they are also terminating the Agreement due to Gresham's default (Secondary Termination Notice). The Secondary Termination Notice shall cause the Agreement to be terminated as between Gresham and the other city that provided the Secondary Termination Notice if the default is not cured.
- c. Default occurs if one party fails to provide services or compensation required under this Agreement or otherwise fails to comply with the terms and conditions of this Agreement. A party may cure its default if it provides the services or complies with the applicable provision within the applicable ten (10) or five (5) day notice period.
- d. Troutdale, Fairview or Wood Village may terminate this Agreement upon providing Gresham and the other two cities written notice of its intent to terminate the Agreement at least two years prior to the termination date (Two- year Opt Out Notice). If a Two-Year Opt Out Notice is issued, the Agreement between Gresham and the two cities that did not issue the Two-Year Opt Out Notice shall continue in full force and effect unless one or both of the other cities notify Gresham within thirty (30) days of the receipt of the Two-Year Opt Out Notice that they are also terminating the Agreement at the end of the two-year notice period (Secondary Opt Out Notice). The Secondary Opt Out Notice shall cause the Agreement to be terminated as between Gresham and the other city that provided the Secondary Opt Out Notice, effective the same date provided in the Two-Year Opt Out Notice.
- e. Upon receipt of any notice of termination pursuant to paragraph 13(b) or 13(d), Gresham may notify the cities that did not issue such notice that it is requesting a review of the terms of this Agreement. The parties will thereafter engage in good faith negotiations. Any modification to the terms of this Agreement pursuant to such review shall be in writing and subject to approval by each of the parties to

the modification. If, following good faith negotiations, the parties are unable to reach an agreement regarding modifications to the Agreement, any party may elect to terminate its participation in the Agreement by providing written notice to all the other parties at least one hundred and eighty (180) days prior to the termination date in the case of termination pursuant to paragraph 13(d). For termination pursuant to paragraph 13(b), written notice of termination shall be at least ten (10) days prior to the termination date. The termination date may be changed if mutually agreed to by all of the parties to this Agreement.

14. After June 30, 2020, Gresham may notify the Three Cities in writing that it is requesting a review of the terms of this Agreement. The Three Cities shall grant Gresham's request to review the terms of this Agreement only if there are extraordinary and unforeseeable events that are outside Gresham's control that result in a nine and one-half percent (9.5%) or higher increase from the preceding fiscal year, not recognized in the escalation formula provided in this Agreement, in current expenditures (excluding capital outlay and debt service) that Gresham incurs to provide fire services excluding hazmat services. The increase in expenditures must be the direct result of an unfunded mandate from another jurisdiction that Gresham must comply with, such as a change in the laws that are adopted by the Oregon Legislature, United States Congress, or a state or federal agency, or a ruling from an arbitrator as a result of mandatory binding arbitration.

- a. Any modification to the terms of this Agreement, following a review as provided above, shall be in writing and approved by the authorized signature of each of the parties, which shall review and approve the modified agreement individually.
- b. If, following good faith negotiations, the parties are unable to reach an agreement regarding modifications to this Agreement, any one of the parties may elect to opt out of the negotiations and terminate its participation in this Agreement by providing written notice to all the other parties one hundred and eighty (180) days prior to the termination date. The remaining parties may continue to negotiate or may elect to opt out of this Agreement. If a remaining party elects to opt out of the negotiations and terminate its participation in this Agreement the remaining party must provide the other parties with written notice of its intent to opt out of this Agreement within one hundred and eighty (180) days.

15. This Agreement, including Appendix A, Monthly Service Activity Report, contains the entire written agreement between the parties and replaces all prior and contemporaneous written agreements between any of the parties pertaining to fire suppression, fire prevention, emergency medical services and hazardous emergency response services.

16. Subject to Oregon law, Gresham agrees to indemnify, defend and hold harmless the Three Cities from liability to third parties for its performance under the terms of this Agreement.

17. Gresham and the Three Cities agree that all claims, controversies or disputes which arise out of this Agreement shall be resolved by first participating in mediation, and if mediation is not successful, then by binding arbitration. The arbitrator shall be mutually selected by the parties. If

the parties are unable to agree on the arbitrator, the parties shall request a list of arbitrators from Multnomah County Circuit Court and the arbitrator will be selected by striking an arbitrator from the list, alternating back and forth between the parties. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

18. If a legal action, including binding mandatory arbitration, is instituted to enforce the terms of this Agreement, the prevailing party is entitled to such sums as the arbitrator or court deems reasonable for attorney fees, and to all costs and disbursements incurred.

Signature Page Follows

TROUTDALE:

This 16 day of April, 2015


Doug Daoust, Mayor


Craig Ward, City Manager


WOOD VILLAGE:

This 28th day of April, 2015

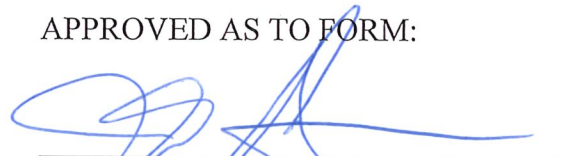

Patricia Smith, Mayor


William Peterson, City Administrator

APPROVED AS TO FORM:

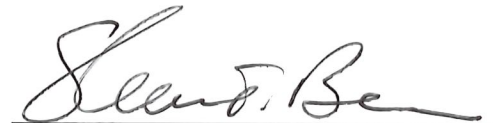

Ed Trompke, Troutdale City Attorney


APPROVED AS TO FORM:


Jeff Condit, Wood Village City Attorney

GRESHAM:

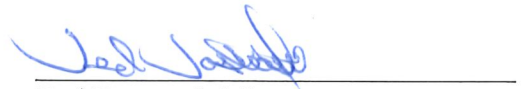
This 3rd day of June, 2015

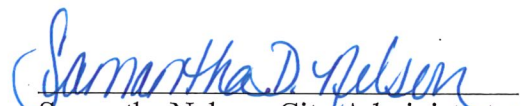

Shane T. Bemis, Mayor


Erik V. Kvarsten, City Manager

FAIRVIEW:

This 20th day of April, 2015


Ted Tosterud, Mayor


Samantha Nelson, City Administrator

APPROVED AS TO FORM:


David R. Ris, Gresham City Attorney

APPROVED AS TO FORM:


Heather Martin, Fairview City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY
OREGON AND CITY OF TROUTDALE OREGON FOR CONTRACT LAW
ENFORCEMENT SERVICES**

This Agreement is entered into by the City of Troutdale, a home-rule municipal corporation of the State of Oregon (hereinafter City), and Multnomah County, a home-rule county and political subdivision of the State of Oregon (hereinafter County), jointly with and on behalf of the Multnomah County Sheriff's Office (hereinafter MCSO), collectively, "the parties," pursuant to the authority granted in ORS Chapter 190 and ORS 206.345.

WHEREAS, the City possesses the power, legal authority and responsibility to provide for police services within its boundaries; and

WHEREAS, the County, through the Multnomah County Sheriff, provides police services throughout the unincorporated areas of Multnomah County and contracted cities; and

WHEREAS, the County has adopted contracts to provide law enforcement services to cities, and has the legal authority to provide police services within the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, provides law enforcement services to the City and its inhabitants; and

WHEREAS, the parties agree that ORS 236.605-640 is applicable with respect to Troutdale Police Department members currently employed by City; and

WHEREAS, the County agrees to render such law enforcement services, through the Office of the Multnomah County Sheriff, under the following principles:

1. Law enforcement services provided by the County to the City should be clearly identified and articulated.

2. Services should be priced to provide reasonable and predictable, cost efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of the City while avoiding County subsidy of City services.
3. The parties recognize that cost saving efficiencies due to economies of scale, increased depth of trained personnel, patrol hub geographic relocation, case consolidation, reduction in supervisory duplication, and other as yet unidentified consolidation benefits, cannot be precisely quantified in advance and will result to the benefit of both parties only after implementation and practical experience.
4. The City will maintain a high level of local service input such that MCSO law enforcement employees assigned to the City will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work cooperatively with City organizations to solve City law enforcement concerns to improve the safety and welfare and establish a positive relationship with City residents and visitors.
5. City, with the input of the Sheriff, should have the flexibility to determine the level of services and to identify service priorities. Any service level changes made may result in corresponding changes in annual costs to the City.
6. This agreement provides for uniforms and police vehicles to be branded or identifiable as City of Troutdale Police to provide for continued local identity.
7. MCSO will maintain equity in the provision of law enforcement services to City and unincorporated Multnomah County residents.

NOW, THEREFORE, pursuant to ORS 190.010, and in consideration of the terms and conditions contained herein, it is mutually agreed by and between the parties as follows:

1. Recitals. The Recitals set forth above are incorporated by reference herein.
2. Effective Implementation Date. This agreement shall be effective at 12:01 a.m. Wednesday, July 1, 2015 at which time City employees transferred under this agreement shall become County employees, per the terms and conditions as agreed

to with the respective labor unions as specified in the Employee Transfer Agreements incorporated herein by Appendix E, F and G and subject to execution of the facility lease of section 4.6 below.

3. MCSO as an Independent Contractor. MCSO is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between City and MCSO or any of the MCSO's agents or employees. The MCSO shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MCSO pursuant to this Agreement.
4. Law Enforcement Services. For the term of this agreement, the MCSO will operate under the philosophy of a municipal police department as to branding and will provide the police services to City as set forth in section 4.1 to 4.3 below: The police personnel assigned to City patrol districts will respond to calls for service within the City that meet or reduce the response times specified in Appendix A, and to calls outside the City in accordance with existing mutual support agreements. MCSO personnel assigned to the City as set forth in Appendix B will remain employees of the MCSO, and will not be considered employees or agents of the City, except as specifically provided herein.

4.1 Patrol Services. The assigned MCSO personnel will provide police and related services within the incorporated boundaries of the City. The police services shall include the duties and law enforcement functions customarily rendered by the MCSO under the statutes of the State of Oregon and the laws and ordinances of the City. Services include:

- These services shall include two assigned armed Troutdale branded deputy sheriffs per shift, one to each of the two City patrol districts providing 24/7/365 coverage to perform police patrol functions, plus round the clock supervision provided by the on-duty patrol Sgt. MCSO will also provide a command level officer to serve as Chief of Police for City, pursuant to section 5 below.
- Reactive patrol to enforce state law and City-adopted municipal, traffic and criminal codes, and to respond to calls for service; and
- Proactive patrol to prevent and deter criminal activity, and provide other community police services as requested by the City.

- Summer season beach patrol of a minimum of 950 hours along the Sandy River within the City, with additional hours as conditions dictate.

4.2 Additional police services may include:

- Investigation services by deputies and detectives investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents.
- Special operations services including but not limited to canine patrol, hostage negotiations, and SWAT unit.
- Supervision of the City Code Enforcement Officer.

4.3 Administrative Services. Administrative services include legal advisor, planning statistics, subpoena control, records, training, evidence control, accounting, payroll, personnel, media relations, purchasing, inspections and internal investigations, and other services provided by the MCSO or by other County departments in support of the MCSO. If the City has municipal criminal and traffic codes, City must provide legal counsel relating to enforcement and prosecution of those codes. The legal services of the Multnomah County Attorney's Office provided under this agreement do not include enforcement of municipal criminal and traffic codes or prosecutions arising hereunder, nor any legal advice directly to the City.

4.4 Stabilization of Personnel. The MCSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to City. Notwithstanding the MCSO's exclusive authority to assign deputies, when operationally feasible and consistent with the County's obligations under the relevant collective bargaining agreement (CBA) and ORS 236.620(1)(d), MCSO will seek to maintain available transferred City officers in their previous principal assigned district until at least January 2016,.

4.5 Asset seizure. The MCSO shall be the seizing agency and the COUNTY shall be the forfeiting agency for purposes of state and federal criminal or civil asset forfeiture for property seized by the MCSO within the City. Subject to State and Federal requirements, upon implementation the City shall transfer any remaining seizure funds to the MCSO.

4.6 City Facility. The MCSO shall deliver the patrol services of section 4.1 from the City of Troutdale Community Police Facility (City Facility). This

agreement shall become effective subject to the concurrent execution of the facility lease between the County and City for the MCSO use of the City Facility. Further the MCSO intends to have its Patrol Division base of operation housed at the City Facility.

5. City Identity, Accessibility, Reporting and Responsiveness. The MCSO will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work cooperatively with City organizations to maintain and improve the safety, welfare and positive police identity and relationship with the community.

- City shall have city police branding and police vehicles that display the City's identity for personnel assigned to the City
- MCSO shall ensure the City Chief of Police at the time of implementation shall be assigned the Chief of Police position by the MCSO and shall serve in that position for a minimum of six months and, shall remain accessible and responsive to the City.
- MCSO will provide the Chief, or his designee, at City Council meetings upon request to orally inform the Council of service demands and any identified areas of concern.
- City will have the flexibility to determine the level of law enforcement services and to identify service priorities;
- MCSO will consult with the City Manager, prior to assigning or reassigning the Chief of Police responsible to perform the services to the City. MCSO will take into account input and suggestions from the City Manager when assigning or reassigning the Chief of Police position.
- The MCSO shall provide to the City a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement, other activities related to community policing, in a similar form as the sample law enforcement activity reports appended to this agreement as Appendix A, tailored to address City's informational needs.
- The Chief of Police shall function as a department head within the City and is expected to conduct him or herself in a manner that supports and maintains trust of the City.
- At the direction of the City Manager and as needed, the Chief of Police, or designee, shall attend and participate in the City Management Team meetings, and council meetings, and official functions, celebrations, and commissions. As requested by the City Manager and as needed, the

Chief of Police will also represent the City police department at community meetings and functions.

- The Chief of Police is the City's Director of Police Services and represents the Manager of the City for all law enforcement matters in the community. This may include working with other relevant City departments and/or other public agencies (e.g. courts, schools, etc.) on behalf of the City.
- The MCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts.

6. Service Costs. City shall pay County \$2,826,656.00 for the provision of police services during the first year of this agreement. Payments shall be made on a quarterly basis as detailed in section 6.7. Service payments for subsequent years under the agreement will vary according to service level adjustments of section 7, if any, and the cost escalator provisions of section 6.8. City further agrees to facilitate the transfer and assignment of certain service contracts and intergovernmental agreements it currently holds for the provision of police services to other entities and public bodies, as contemplated in Appendix D of this agreement.

6.1 "One time Only" Costs Certain "one time only" costs for the purchase by County of City Patrol vehicles, and payment by City to County for retained sick leave hours of transferred employees will be under the terms and conditions set forth in Appendix D.

6.2 Discretionary Overtime. If requested, MCSO may provide additional deputies to perform operational overtime for special events or unusual occurrences within City. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) on duty. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.

6.3 Disaster or Unusual Occurrence Overtime. If the City experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the City to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash or riot.

- 6.4 Declared Emergency Overtime. In the case of a county, state, or national declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, the City may be responsible for the direct overtime expense of additional deputies performing duties within City, as negotiated under then-existing mutual aid agreements.
- 6.5 Tracking Overtime. The MCSO will track the costs of any overtime incurred by the assigned deputy that is related to his/her assignment to the City's service area. The City agrees to reimburse the MCSO for the actual cost of any City-related overtime incurred by the assigned deputy and approved by the City Manager. The City Manager will work with the MCSO contracted Chief of Police to manage and oversee the performance of the agreement by creating written guidelines as to what routine overtime is acceptable. The City Manager will be responsible for approving all non-routine overtime.
- 6.6 Reports. City will receive a report monthly that will include current and year-to-date expenditures for any costs which are in addition to the base contracted costs.
- 6.7 Billing. The agreement amount quoted by the MCSO and set forth in section 6 shall be billed quarterly in 4 equal amounts. Payments shall be due within 30 days after invoicing by the MCSO. Payments shall be sent to :

ATTN: Fiscal Unit
Multnomah County Sheriff's Office
501 SE Hawthorne, Suite 350
Portland, OR 97214

- 6.8 Limit on Annual Growth for Agreement Cost Escalator. The maximum annual percent cost increase charged to the City shall be limited to the cost of living percent increase provided to the Multnomah County Deputy Sheriff's Association membership applied to the total agreement base cost from the prior year. The City hereby agrees to pay for Discretionary Overtime expenses separately as provided herein.

7. Annual Evaluation of Staffing and Service Levels. The level and type of City services and the number of positions assigned to those services shall be determined annually by the City after evaluating available resources and consulting with the Multnomah County Sheriff or his/her designee. The annual number of positions assigned to the City as set forth in Appendix B will remain constant, unless the above section 4 services are modified by written agreement of the parties. Any changes to the service level may result in a corresponding change to the annual cost to the City.
8. Annual Revisions to this Agreement. By January 1st, or the first working day thereafter, the MCSO shall provide the City with an estimate of the subsequent fiscal year's costs and service data. By February 1st, or the first working day thereafter, the City shall notify the MCSO of any changes in service levels for the subsequent year. If the City proposes a change to service levels, then by March 1st, or the first working day thereafter, the MCSO shall provide the City with the estimated agreement amount for the subsequent year based on the changes in service requested by City.
9. Decision and Policy-Making Authorities. The MCSO will provide the services identified in section 4 above. The respective authorities of the City and the MCSO that make operational decisions and develop and implement policies in this regard shall be governed by the following guidelines.
 - 9.1 Daily Operations: The City Manager will provide general direction to the MCSO contracted Chief of Police, in terms of the performance of the agreement regarding such issues as enforcement priorities and City goals, continued Police Department involvement in community events, neighborhood meetings, dedications and similar events. Deputies will be directly supervised by, at minimum, the on duty MCSO Patrol Sergeant.
 - 9.2 Special Orders, Policies and Procedures: All deputies assigned to assist the City will remain subject to all MCSO policies, procedures, and special orders.
10. Control of Personnel and Equipment. The MCSO is acting hereunder as an independent contractor so that:

10.1 Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the MCSO. Allegations of misconduct shall be investigated in accordance with MCSO policy.

10.2 Liabilities. The MCSO shall be responsible for the salary, wages, benefits and any other compensation, including Workers Compensation benefits for MCSO deputies assigned to perform services under this Agreement.

11. Citing Municipal Violations. MCSO deputies assigned to the City shall cite violations of municipal ordinances and traffic violations into the City's municipal court. Revenue from citations shall be credited to the City as if the deputies were employees of the City. MCSO deputies will cite all other citations, misdemeanor and felony charges into either the City's municipal court or the Multnomah County Circuit Court, as directed by their supervisor. To the extent possible under state law, revenue from criminal charges cited into Circuit Court shall be credited to the City as if the deputy were a City police officer.

12. MCSO Provides Personnel. The MCSO shall furnish all personnel deemed by the MCSO as necessary to provide the level of law enforcement service herein described.

12.1 Training. The MCSO shall determine and be solely responsible for all annual training requirements that may include semi-annual firearms training, annual emergency vehicle operations and pursuit intervention techniques, hazardous materials response, first aid and cardio-pulmonary resuscitation, and other in-service training.

12.2 Non-discrimination. County and the City certify that they are Equal Opportunity Employers. Each party shall comply with all applicable federal, state and local laws, as well as rules and regulations on discrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, sexual orientation or handicap.

13. MCSO Provides Equipment. The MCSO shall furnish such resources and equipment deemed by the MCSO as necessary to provide the level of law enforcement service herein described. The type and minimum amount of equipment and resources for law enforcement officers shall be provided by MCSO policy. The

City may provide additional equipment and resources beyond the minimum, with the concurrence of the Sheriff.

13.1 Computers and E-mail. The MCSO will provide access to a computer, an e-mail ID, appropriate software, training and support to all MCSO employees assigned to the City. All MCSO employees will maintain their County e-mail ID. Multnomah County Information Services will provide support for county-issued equipment.

13.2 Cell Phones. MCSO will provide the deputies assigned to City patrol with cell phones.

13.3 Radios. The MCSO shall provide 800 MHz radios to all deputies assigned to City patrol. Deputies assigned to the City will be dispatched and use MCSO radio channels.

13.4 Patrol Vehicles. The MCSO will provide patrol vehicles to deputies assigned to City. City will be charged for the use of those vehicles as included in the service cost set forth in section 6. The patrol vehicles will have City of Troutdale approved markings.

13.5 Uniforms. The MCSO will provide uniforms for all deputies assigned to City patrol duties. The uniforms will include the branding image approved by the City of Troutdale as an addition to the MCSO standard uniform. The brand, color and design of the standard MCSO uniform will be at the sole discretion of the Sheriff. When operationally feasible, and consistent with ordinary uniform wear and tear replacement, MCSO will seek to maintain available transferred City officers serving in City patrol districts to continue to serve in their previous City uniforms until January 2016.

14. MCSO Publishes News Releases. The MCSO contracted Chief of Police will coordinate with City officials on major incidents within the City, will provide City officials with timely reports about the status of major incidents, and will issue press releases, as necessary, regarding police activity in the City. City officials will not provide interviews or statements to the press without first consulting with the Sheriff or his designee prior to discussing a major police incident with the press or public.

15. City Responsibilities. In support of the MCSO providing police services, the City promises the following:

15.1 Municipal Police Authority. The City promises to confer municipal police authority on such MCSO police personnel as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement. When MCSO officers are engaged in enforcement of municipal ordinances, City agrees that to the extent required by section 16 the officers shall be considered agents of the City, and City shall be responsible for the officer's act of enforcing the ordinance, but MCSO shall remain liable for the officer's conduct in regard to the manner of enforcement. To illustrate the intent of this provision, if an officer assigned to City is sued for enforcement of a City ordinance because the ordinance is alleged to be unconstitutional, the City would be liable for defending the claim and the officer. If the officer was alleged to use excessive force while enforcing a City ordinance, that claim would arise from the manner of enforcement, and County would be liable for defending that claim and the actions of the officer. In the event that a claim involves an allegation of excessive force while enforcing an unconstitutional ordinance, the County would be liable for defending against the excessive force claim and paying any judgments arising from that claim, and the City would be liable for defending the allegation of an unconstitutional ordinance and paying any judgments arising from that claim.

15.2 Special Supplies. The City promises to supply at its own cost and expense any special supplies, citations, stationary, notices, forms, and the like, where such must be issued in the name of City.

15.3 BOEC Charges. The City agrees to perform contractual agreements and pay costs for police dispatch and emergency and non-emergency call taking for the City, provided by the Bureau of Emergency Communications (BOEC), City of Portland.

15.4 MCSO Employees. The City agrees that all matters incident to the performance of the services described herein, including standards of performance and supervision and discipline of assigned personnel, shall be and remain the responsibility of the MCSO. The City further agrees that the

assigned personnel provided hereunder by MCSO shall be and remain employees of the County. The assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of the MCSO. Scheduling, payment of salary, benefits and all other employee rights shall be in compliance with the County collective bargaining agreements and the County personnel rules, and shall govern all labor disputes arising out of this Agreement.

15.5 MCSO Enforcement Authority The City agrees that ORS 206.345(2), which states, "During the existence of the contract, the Sheriff and the deputies of the sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly. Pursuant to ORS 190.010, the MCSO shall also have the authority to enforce civil infractions pursuant to the City's Municipal Code. .

16. Indemnification.

16.1 Intent. It is the intent of this Agreement that the City and MCSO each are responsible for their own actions or the actions they direct or control. If a suit or action results from the policy, direction, act or omission of a party, that party shall defend and indemnify the other party as provided below.

16.2 County Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon constitution, the City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the

County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same. City shall secure and maintain throughout the terms of this agreement comprehensive liability insurance in the amount of two million dollars (\$2,000,000) for City, its officers, employees and agents and naming Multnomah County as an additional insured. City agrees to fully indemnify and defend Multnomah County, its officers, employees and assigns against any action, suit or proceeding currently pending against the City, any city officer, employee or agent, specifically including any City police officer, provided however that this provision shall not apply to any cases where County or County employees or deputies are named in the action as a result of their own acts or omissions. City further agrees to fully indemnify and defend County for any action, proceeding (including any Unfair Labor Practice) brought by City, any current or former City employee, or any labor association that represents any current or former City employee, which arises from or relates to the transfer of City police department employees to Multnomah County, or from the transfer of employees back to the City of Troutdale in the event this agreement is terminated, provided that such duty shall cease to exist to the extent any such action or proceeding arises out of an act or omission by the County taken without consultation and consent from the City. City further agrees to fully indemnify and defend Multnomah County for any action brought against Multnomah County or any current Troutdale police department employee that relates to conduct related to or occurring while employed as a City of Troutdale officer or employee – it is the intent of this provision that the City remain responsible for any civil action or proceeding (such as a use of force lawsuit) against an officer or employee who is currently a City of Troutdale employee if the incident giving rise to the action occurred prior to the person(s) being transferred to Multnomah County pursuant to this intergovernmental agreement.

- 16.3 City Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon constitution, the County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or

damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. County is self-insured and maintains excess coverage for amounts over one million dollars. County shall maintain excess coverage in an amount of at least one million dollars (\$1,000,000) and name City as an additional insured.

- 16.4 Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole, or in part, from the existence or effect of City ordinances, policies, customs, rules or regulations, whether written or unwritten. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation is at issue, the City shall defend the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or an individual officer assigned to the City due to the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation, the City shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a City policy or ordinance is unconstitutional and / or violates a person's rights, City shall indemnify County and any involved individual officer for damages attributable to the policy or ordinance being unconstitutional and/or a violation of a person's rights. The City's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. As set forth in this section, the City shall be liable for the defense and indemnity of claims that allege municipal liability as a result of a City ordinance, policy, custom, rule or regulation, and nothing in this section is intended to override the provisions of 16.2 and 16.3 that make each party liable for its own actions.

17. Termination Process. This Agreement is conditioned upon the faithful performance by both parties of the terms and provisions hereof, which are to be kept and performed. Either party may initiate a process to terminate this agreement as follows:

17.1 Notice of Termination. The City may choose at some future time to provide law enforcement services other than through the MCSO. Similarly, the MCSO may choose at some future time not to provide law enforcement services to the City. If either party wishes to terminate this agreement, they shall provide the other party with a 45-day written notice of intent to terminate the Agreement. Upon receipt of the written notice of intent, the City Manager, the Sheriff, and the Chair of the County Board of Commissioners or the Chair's designee shall hold a meeting, the purpose of which will be to understand the notice of intent including background of the reasons(s), and a review of alternatives and impacts, among other matters.

17.2 Written Notice. After the 45-day period has run, the party desiring to terminate the agreement shall provide at least 24 months written notice to the other party, unless the parties agree upon a shorter time frame.

17.3 Transition Plan. Within 60 days of the receipt of such written termination notice, the parties shall commence work on a plan to provide for an orderly transition of responsibilities from the County to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the County. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community as the service provider changes. This plan would include desired outcomes, project phases (including a preliminary transition plan development) and timelines, and project roles and responsibilities. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition.

17.4 Failure to Pay, Interest Charge, and Termination. In the event the City fails to make a monthly payment within 45 days of an undisputed billing, the MCSO may charge an interest rate no more than two percentage points above the interest rate on the monthly MCSO investment earnings. Billings that are in accordance with the terms of section 6 of this agreement are presumed to be valid and undisputed. In addition, in the event the City fails to make a monthly payment within 90 days of an undisputed billing, or fails to pay a disputed portion of a bill within 90 days of resolution on the disputed amount, the County may terminate this Agreement with 60 days advance written notice. If termination is for non-payment under this section, sections 17.1 through 17.3 shall not apply.

17.5 Payment of Costs Upon Termination. Upon termination of this Agreement between the City and County, the City is obligated to pay all incurred service costs and, past due payments including accrued interest, and other costs by the termination date.

17.5.1 The MCSO will not charge interest on any disputed portion of a bill so long as the City pays the non-disputed portion of the bill within the 90-day time frame outlined in 17.4 above.

17.5.2 In the event of termination, City will receive all equipment, material, uniforms and supplies transferred to County at commencement of agreement. Equipment and materials in excess of \$1,000 (excluding patrol vehicles) acquired during the term of this agreement will be cataloged and tracked by County, and transferred to City upon termination. City may purchase patrol vehicles from County at a number and price to be determined at the time of termination.

17.5.3 Upon the termination of this agreement for any reason, if any employee transferred to Multnomah County from City is still employed by Multnomah County, that employee may elect to be transferred back to City as provided in ORS 236.640 provided that the duties of the employee are assumed by the City. County shall liquidate any accrued compensatory time of transferred employees and shall pay to City a sum to reimburse City for all accrued time retained by transferred employees pursuant to ORS 236.610.

18. Non-Appropriations. In the event that the City Council reduces, changes, eliminates or otherwise modifies the funding for this agreement, then City may terminate this agreement, in whole or in part, effective upon delivery of written notice to County, or at such later date as established by City.
19. Transfer of Employees. Pursuant to ORS 236.610, current City employees will be transferred to County. City will provide all employment records for each employee pursuant to ORS 236.610(6). Seniority of transferred employees will be in accordance with ORS 236.620(1)(c). Any transferred employee who remains employed with MCSO until this agreement is terminated shall be eligible for and elect to be reinstated by City to their previous position, pursuant to ORS 236.640. Transfer of City employees shall be implemented as described in Appendix E, F and G.
20. PERS Liability. Both parties are existing PERS employers and therefore ORS 238.231 does not apply and further pursuant to ORS 236.610(7) and acknowledge that there shall be no unfunded liability or surplus paid or credited to or by the other party for the employee transfers, and pursuant to ORS 236.620(1)(b) transferred employees shall continue their existing PERS status.
21. Accrued Time of Transferred Employees. Pursuant to ORS 236.610(3), City employees transferred to MCSO may elect to retain any accrued sick leave, and retain hours of vacation leave as elected. City is responsible for liquidating any accrued compensatory time of employees being transferred to County. Payment to transferring City employees and transfer of leave hours shall be implemented as described in Appendix E, F and G. For leave hours that transferred employees elect to retain, City shall pay to County a sum equal to the number of hours of accrued leave times the employee's hourly rate of pay and this sum shall be paid by City within 30 days of transfer, and final leave hours reconciliation and shall be implemented as described in Appendix D.
22. Purchase of Equipment. City agrees to sell County eight police vehicles from its current fleet, which are identified in Appendix C and D to this agreement for the sum of \$160,000. This amount will be paid to City within 30 days of the implementation date. Title, ownership and all insurance liability shall transfer to the County at 12:01 A.M. of the Agreement effective implementation date.

23. Duration. This Agreement is effective upon authorization and signature by both parties. The term of this agreement is from the effective implementation date in paragraph 2 above through June 30, 2025. This agreement may be renewed for an additional term upon written agreement of all parties.

24. Amendments. This Agreement may be amended at any time by mutual written agreement of the City, the Multnomah County Sheriff, and the Multnomah County Board of Commissioners.

25. Agreement Administration

25.1 Agreement Administrators. The Sheriff or designee and the City Manager, or designee shall serve as agreement administrators to review agreement performance and resolve operational problems.

25.2 Referral of Unresolved Problems. The City Manager shall refer any police service operational problem, which cannot be resolved, to the Sheriff. The Sheriff and City Manager shall meet as necessary to resolve such issues.

25.3 Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Chair of the County Board of Commissioners or the Chair's designee, the Sheriff, and the City Manager.

25.4 Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this Agreement and three (3) years after termination.

26. Third Party Beneficiaries. MCSO, County and City are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this agreement.

27. Written Notice. Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Sheriff for the County, and the City Manager, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
28. Governing Law, Venue, Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the Multnomah County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees.
29. Force Majeure. Neither County nor City shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.
30. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
31. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.
32. Warranties. The parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.
33. Other Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement, including but not limited to assignment or transfer of participation under other existing IGA's for Tri-Met, Gang Enforcement, and School Resource Officers.
34. Available Funds. Subject to the City maintaining timely agreement payments, the MCSO and County represent that the delivery of the agreement services to the City

shall continue, and that the County or MCSO may not unilaterally terminate or reduce the scope of services to be provided as a result of reduced MCSO budget funding.

35. Entire Agreement and Waiver of Default. The parties agree that this Agreement, including the Appendices as listed below, is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the County, which shall be attached to the original Agreement.

35.1 Appendices. The parties agree that the following Appendices are hereby incorporated in this agreement:

Appendix:

- A. - Law Enforcement Activity Reporting
- B. - Assigned Positions and Service Fee Schedule
- C. - Vehicle Transfer and Purchase
- D. - Transition Implementation Items
- E. - Employee Transfer Agreement: TPOA & MCDSA
- F. - Employee Transfer Agreement: AFSCME Council 75
- G. - Employee Transfer Agreement: Non-Represented


< Followed by Signatures Page >

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

MULTNOMAH COUNTY, OREGON:


By: Deborah Kafoury, Chair
Multnomah County Board of Commissioners

Date: 4/24/15


By: Dan Staton, Sheriff
Contract Administrator

Date: 4-28-15

CITY OF TROUTDALE:


By: Doug Daoust, Mayor
City of Troutdale

Date: 4/6/15


By: Craig Ward, City Manager
City of Troutdale

Date: 4/2/15

Approved as to Form:


Legal Counsel for Multnomah County

Date: 04-23-2015

Approved as to Form:


Legal Counsel for City of Troutdale

Date: 4-7-15

Appendix – A

Law Enforcement Activity Reporting

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

The MCSO shall provide a summary monthly report in a format determined by MCSO for the below activities, and as modified over time by mutual agreement of the parties.

A. Response time from Dispatched to arriving on Scene to the Call.

Performance standard, maintain or reduce response time from the prior year of 2014 Troutdale BOEC calls:

4:36 minutes average response time for Priority 1 & 2 calls,

10:30 minutes average response time for Priority 3 through 7 calls

- Call Response Times and Volume of Calls for Service may be affected by many variables such as; increases in population, changes in statutes, complexity of reported crimes and weather conditions.

B. Detective Case Activity

Reporting requirement of volume, case type and disposition

- This may be affected by change in statutes, evolving crimes, population shifts and increased reporting of crimes.

C. Traffic Stops made in the City of Troutdale

Reporting requirement of volume, type and disposition

- Traffic Citations which may be affected by change in traffic code, change in statutes and traffic grant availability.

D. Other Deputy Activity Reporting Summary:

- Total Calls for Service:
- Total time spent on calls (on-scene to clear):
- Average time spent per call (on-scene to clear):
- Dispatched:
- Self-initiated:
- Number of Traffic Stops
- Number of Subject Stops

Appendix – B

Assigned Positions and Service Fee Schedule

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

Staffing and Service Levels: For the assigned positions, materials, services and capital outlay items listed below the City shall pay County \$2,826,656.00 for the provision of services during the first year of this agreement. For the first year of this agreement the MCSO has assigned the following positions to provide the services as set forth in section 4.1 to 4.3.

| Assigned Positions: | FTE | Cost/ FTE | Fee |
|---|--------------|------------|---------------------|
| Leadership/Management | | | |
| 9627 - Captain | 0.66 | \$ 217,656 | \$ 143,653 |
| Patrol Services | | | |
| 2005 - Sergeants | 1.37 | 163,106 | 223,456 |
| 2025 - Deputies | 11.00 | 125,598 | 1,381,577 |
| Additional Police Services | | | |
| Detectives (2025 - Deputy) | 1.00 | 125,506 | 125,506 |
| Administrative Services | | | |
| 6002 - Office Assistant Sr. | 1.00 | 77,078 | 77,078 |
| 6150 - Records Technician | 1.00 | 81,965 | 81,965 |
| Beach Patrol 25% of 2 SRO's (Deputy) | 0.50 | 125,598 | 62,799 |
| Overtime | | | 218,569 |
| Total FTE: | 16.53 | | |
| Personnel Costs Subtotal: | | | 2,314,603 |
| Materials & Services (Operating Supplies, Protective Gear, Insurance, Equipment Maintenance, Fuel, Contract Services, Postage, Professional Services, Ballistic Vests, Training, Utilities/Phone) | | | 219,847 |
| County Wide Central Support Services Indirect Costs (HR, Accounting, Audit, Finance, Budget, Admin) | | | 68,684 |
| Departmental Management Indirect Costs (Statistical Analysis & Reporting, Fleet Management, Timekeeping, Payroll, Facilities, IT, Software, Risk Management, Fiscal Management) | | | 149,533 |
| Capital Outlay Items: | | | |
| Annual Patrol Vehicle Replacement Cost | | | 58,990 |
| Mobile Data Terminal Replacement | | | 10,000 |
| Portable & Mobile Radio Replacement | | | 5,000 |
| Total MCSO FY 2015-2016 Service Fee: | | | \$ 2,826,656 |

The above assigned number and type of positions will remain constant unless modified according to section 7. The annual service fee in subsequent years will vary according to service level adjustments, if any, of section 7, and the cost escalator provisions of section 6.8.

Appendix – C

Vehicle Transfer & Purchase

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

Purchase of Equipment. City agrees to sell MCSO eight police vehicles from its current fleet of, which are identified in the table below, for the sum of \$160,000.00. This amount will be paid to City within 30 days of the implementation date. Further that title, ownership and liability shall transfer to the County at 12:01 A.M. of the Agreement effective date.

| VEHICLE # | VEHICLE YEAR | MAKE | VIN | MODEL | MILEAGE | MILEAGE DATE | ASSIGNMENT |
|-----------|--------------|-----------|-------------------|----------------|---------|--------------|-------------|
| #28 | 2015 | FORD | 1FM5K8AR1FGB75753 | SUV INTERCEPTR | 50 | 3/4/2015 | PATROL |
| #29 | 2015 | FORD | 1FM5K8AR3FGB75754 | SUV INTERCEPTR | 50 | 3/4/2015 | PATROL |
| #3 | 2013 | CHEVROLET | 6G1MK5U24DL814690 | CAPRICE | 6,257 | 11/3/2014 | LT. |
| #14 | 2014 | FORD | 1FM5K8AR3EGA71054 | SUV INTERCEPTR | 7,415 | 11/3/2014 | PATROL |
| #26 | 2014 | FORD | 1FM5K8AR3EGA71053 | SUV INTERCEPTR | 12,000 | 11/3/2014 | PATROL SGT. |
| #2 | 2013 | CHEVROLET | 6G1MK5U26DL814691 | CAPRICE | 15,771 | 11/3/2014 | PATROL |
| #5 | 2012 | CHEVROLET | 6G1MK5U2XCL640462 | CAPRICE | 16,040 | 11/3/2014 | PATROL |
| #1 | 2011 | CHEVROLET | 2G1WD5EM0B1157423 | IMPALA | 24,800 | 11/3/2014 | CHIEF |
| | | | | | | | |

Appendix – D

Transition Implementation Items

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

This Appendix is to address costs associated with “one time only” expenditures and revenues for each party associated with the implementation of the IGA.

1. As described in Appendix C the City will transfer and the County will purchase eight current City police vehicles for the sum of \$160,000. This amount will be paid to City within 30 days of the implementation date. Further that title, ownership and liability shall transfer to the County at 12:01 A.M. of the Agreement effective date.
2. As described in Appendix E, F and G the City will transfer to the County City employees who elect to retain accrued sick leave and accrued vacation hours. For leave hours that transferred employees elect to retain, City shall pay to County a sum equal to the number of hours of accrued leave times the employee’s starting County hourly rate of pay and this sum shall be paid by City within 30 days of transfer subject to the final leave hours reconciliation. *(An estimated total accrued leave cost calculated in February 2014 was approximately \$500,000 which represents the City cost, a portion of which would be paid directly to the employee for those accrued hours they elect not to transfer to the County.)*
3. The parties acknowledge that it will take time to fully implement all the support services (i.e. cell phones) for delivery of the contracted law enforcement services. The parties agree to reconcile and apportion costs and revenues based on the effective implementation date.
4. The City is party to a number of other contracts, IGA’s or grant funding arrangements, which the City will assign, transfer, amend or otherwise arrange for the MCSO and County to assume the duties of, and revenue from, these agreements. These agreements include School Resource Officer IGA with Reynolds High School, East Metro Gang Enforcement from State grant funding administrated through City of Gresham, Tri-Met Officer assignment and reimbursement agreement, and reimbursement for police coverage of the McMenamins Edgefield summer concert series.

**APPENDIX E TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE, THE
MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION AND THE
TROUTDALE POLICE OFFICERS' ASSOCIATION**

This Employee Transfer Agreement ("Agreement") is entered into by and between Multnomah County ("County"), the City of Troutdale ("City"), the Multnomah County Deputy Sheriff's Association ("MCD SA") and the Troutdale Police Officers' Association ("TPOA") and will become effective only in the event the Intergovernmental Agreement ("IGA") is approved and executed.

Section 1: Transfer of City Officers and Sergeants

- A. Pursuant to ORS 236.605-236.640, current City police officers and sergeants (hereinafter, "City Officers") will be transferred to the County at 12:01 a.m. on the Effective Implementation Date as specified in the approved IGA ("Transfer Date").
- B. No later than seven (7) calendar days prior to the effective date of the transfer of City Officers to County employment, the City will provide copies of employment records for each City Officer pursuant to ORS 236.610(6). The parties agree and understand that employment records pertaining to City Officers' final month of City employment might not be transferred until completion of a 10-day reconciliation period following the Transfer Date.
- C. Pursuant to ORS 236.620(1)(a), if a City Officer was serving a probationary period with the City at the time of transfer, the past service of the City Officer on probation shall apply on the regular probation requirements of the County.
- D. Pursuant to ORS 236.640, any transferred City Officer who remains employed with the County in good standing to the termination of the IGA shall be entitled to the position the City officer held with the City prior to the transfer.

Section 2: Seniority

- A. Seniority of transferred City Officers will be in accordance with ORS 236.620(1)(c).

B. City Officers shall retain the seniority they accrued while employed by City. Effective on the Transfer Date and pursuant to ORS 236.620 (1), City Officers will be placed on the County's employee roster and the roster shall be consolidated into a single seniority list. Subject to other provisions of this Agreement, the crediting of seniority shall apply for all purposes, including relative seniority for layoffs and demotion, shift preferences, and vacation preferences, as well as salary step increases (subject to Section 4, below), vacation accrual, longevity, premiums, and all other wage and hour benefits under the MCDSA Collective Bargaining Agreement and Multnomah County policies.

C. City Officers shall have the following seniority dates:

| Name | Position | Hire Date |
|------------------|----------------|-----------|
| Licht, David | Police Officer | 08/01/94 |
| Vining, Greg | Police Officer | 09/05/95 |
| Storagee, Joe | Police Officer | 08/05/96 |
| Leahy, Pat | Police Officer | 11/01/99 |
| Rist, Ryan | Police Officer | 09/24/01 |
| Goss, Jenifer | Police Officer | 07/22/02 |
| Fujii, Tim | Police Officer | 02/10/03 |
| Kotsovos, Casey | Police Officer | 03/24/05 |
| Thompson, Nick | Police Officer | 06/05/06 |
| Costello, Jeremy | Police Officer | 06/05/06 |
| Potter, Jeff | Police Officer | 02/05/07 |
| Taber, Daren | Police Officer | 03/10/08 |
| Jordan, Matt | Police Officer | 03/31/08 |
| Diekmann, Chad | Police Officer | 10/13/08 |
| Stephens, Chris | Police Officer | 10/19/09 |
| Harris, Kyle | Police Officer | 08/09/10 |
| Bohrer, Nick | Police Officer | 11/13/12 |
| Bearson, Jerad | Police Officer | 08/12/13 |

| Name | Position | Hire Date | Promoted to Sergeant Date |
|-------------------|----------|-----------|------------------------------|
| Shrake, Marc | Sergeant | 05/20/91 | 09/01/98 |
| Bevens, Steve | Sergeant | 02/28/00 | 01/01/02 |
| Wilkerson, Rodney | Sergeant | 08/03/95 | 07/13/09 |
| Kaer, Carey | Sergeant | 11/26/03 | 07/13/09 |

D. The combined City/County seniority list for the sergeant and deputy sheriff classifications is as follows:

SERGEANT - LAW ENFORCEMENT - 16

| | Class Seniority | County Seniority | |
|----------------------|------------------------|-------------------------|-----|
| 1 Ritchie, B | 12/8/1997 | 7/2/1990 | |
| 2 Shrake, Marc | 9/1/1998 | 5/20/1991 | TPD |
| 3 Bevens, Steve | 1/1/2002 | 2/28/2000 | TPD |
| 4 Lofton, W | 6/17/2002 | 8/23/1999 | |
| 5 Lange, G | 6/15/2003 | 9/27/1993 | |
| 6 Kubic, J | 1/19/2004 | 11/28/1994 | |
| 7 Lichatowich, T | 1/20/2004 | 3/19/1998 | |
| 8 Edwards, R | 9/1/2005 | 12/19/1994 | |
| 9 Brightbill, T | 3/18/2009 | 7/1/2002 | |
| 10 Krafve, K | 5/6/2009 | 10/26/1987 | |
| 11 Wilkerson, Rodney | 7/13/2009 | 8/3/1995 | TPD |
| 12 Kaer, Carey | 7/13/2009 | 11/26/2003 | TPD |
| 13 Gosson, L | 1/25/2010 | 3/16/1994 | |
| 14 Wonacott, T | 9/15/2010 | 8/23/1993 | |
| 15 White, B | 1/3/2011 | 7/3/2003 | |
| 16 Dangler, S | 4/4/2011 | 10/9/2000 | |
| 17 Eriksen, J | 7/11/2011 | 12/31/2003 | |
| 18 Mallory, S | 12/1/2011 | 10/5/1992 | |
| 19 Snitker, L | 1/14/2013 | 1/29/1990 | |
| 20 Herron, M | 1/14/2013 | 8/4/1997 | |

DEPUTY SHERIFF - 75

| | Class Seniority | County Seniority | |
|--------------------|------------------------|-------------------------|---------------|
| 1 Gustafson, E | 10/9/1989 | | |
| 2 Shanks, T | 10/30/1989 | 2/22/1988 | |
| 3 Torres, J | 2/15/1993 | | |
| 4 Graziano, J | 2/15/1993 | | |
| 5 Pentheny, J | 7/19/1993 | | |
| 6 Swail, A | 11/10/1993 | | |
| 7 Satterthwaite, M | 11/11/1993 | | |
| 8 McLellan, S | 12/6/1993 | | |
| 9 Holoch J | 7/11/1994 | 8/22/1988 | |
| 10 Lort, B | 7/11/1994 | 8/23/1993 | |
| 11 Licht, David | 8/1/1994 | | TPD |
| 12 Bickford, K | 9/26/1994 | | |
| 13 Quick, H | 1/30/1995 | | |
| 14 Farnstrom, P | 1/30/1995 | | |
| 15 Vining, Greg | 9/5/1995 | 12/19/1994 | TPD Detective |
| 16 Storagee, Joe | 8/5/1996 | | TPD |
| 17 Osborn, R | 12/1/1997 | | |
| 18 Yohe, K | 3/9/1998 | 1/3/1995 | |
| 19 Ahn, J | 5/18/1998 | | |

| | | | | |
|----|------------------|------------|------------|-----|
| 20 | Burkeen, R | 6/1/1998 | 3/9/1998 | |
| 21 | Matsushima, R | 6/1/1998 | | |
| 22 | Schneider, J | 6/1/1998 | | |
| 23 | Nuzum, R | 6/15/1998 | | |
| 24 | Cortada, R | 2/8/1999 | | |
| 25 | Bybee, K | 7/26/1999 | | |
| 26 | McDowell, S | 8/4/1999 | 11/16/1992 | |
| 27 | Leahy, Pat | 11/1/1999 | | TPD |
| 28 | Rist, Ryan | 9/24/2001 | | TPD |
| 29 | O'Donnell, B | 1/7/2002 | 6/22/1988 | |
| 30 | Weber, T | 7/1/2002 | | |
| 31 | Goss, Jenifer | 7/22/2002 | | TPD |
| 32 | Reiter, M | 10/28/2002 | | |
| 33 | Fujii, Tim | 2/10/2003 | | TPD |
| 34 | McAfee, K | 7/3/2003 | 8/25/1997 | |
| 35 | Maurry, J | 9/15/2003 | 2/27/2002 | |
| 36 | Smith, K | 9/29/2003 | | |
| 37 | Zwick, J | 1/2/2004 | | |
| 38 | Jones, K | 4/19/2004 | 3/8/1999 | |
| 39 | Adams, M | 5/3/2004 | | |
| 40 | Volker, J | 5/3/2004 | | |
| 41 | Kotsovos, Casey | 3/24/2005 | | TPD |
| 42 | Oman, K | 4/29/2005 | | |
| 43 | Zwick, J | 5/14/2005 | | |
| 44 | Ferguson, M | 5/1/2006 | 9/7/1999 | |
| 45 | Hakala, R | 5/2/2006 | 9/19/2005 | |
| 46 | Thompson, Nick | 6/5/2006 | | TPD |
| 47 | Costello, Jeremy | 6/5/2006 | | TPD |
| 48 | Potter, Jeff | 2/5/2007 | | TPD |
| 49 | Hakala, T | 6/29/2007 | | |
| 50 | Gay, C | 8/5/2007 | 10/31/2005 | |
| 51 | Read, P | 2/19/2008 | | |
| 52 | Lee, M | 2/25/2008 | | |
| 53 | Atkins, J | 2/25/2008 | | |
| 54 | Taber, Daren | 3/10/2008 | | TPD |
| 55 | Laizure, B | 3/24/2008 | 9/14/2005 | |
| 56 | Wagner, C | 3/24/2008 | | |
| 57 | Jordan, Matt | 3/31/2008 | | TPD |
| 58 | Tyrus, J | 5/19/2008 | | |
| 59 | Yandell, L | 7/7/2008 | | |
| 60 | Odil, K | 7/7/2008 | | |
| 61 | Parker, R | 9/22/2008 | | |
| 62 | Diekmann, Chad | 10/13/2008 | | TPD |
| 63 | Smith, S | 5/18/2009 | | |
| 64 | Frauendiener, B | 7/13/2009 | | |
| 65 | Bergey, E | 7/20/2009 | | |
| 66 | Lazzini, K | 7/20/2009 | | |

| | | | | |
|----|-----------------|------------|------------|-----|
| 67 | Krumpschmidt, K | 7/20/2009 | | |
| 68 | Stephens, Chris | 10/19/2009 | | TPD |
| 69 | Biggs, R | 11/9/2009 | | |
| 70 | Ciobanasiu, J | 11/9/2009 | | |
| 71 | Jewell, R | 11/9/2009 | | |
| 72 | Harris, Kyle | 8/9/2010 | | TPD |
| 73 | McQueen, D | 1/3/2011 | | |
| 74 | Livermore, N | 1/3/2011 | | |
| 75 | Brown, J | 6/1/2011 | 5/22/2011 | |
| 76 | Sieczkowski, A | 7/11/2011 | | |
| 77 | Doriss, K | 11/28/2011 | | |
| 78 | Hughes, D | 10/8/2012 | | |
| 79 | Baird, K | 11/5/2012 | | |
| 80 | Bohrer, Nick | 11/13/2012 | | TPD |
| 81 | Azevedo, J | 1/14/2013 | 6/10/2010 | |
| 82 | Hunter, S | 6/10/2013 | 12/10/2012 | |
| 83 | Jackson, D | 7/8/2013 | | |
| 84 | Fitzgerald, S | 7/8/2013 | | |
| 85 | Bearson, Jerad | 8/12/2013 | | TPD |
| 86 | Hidalgo, F | 9/16/2013 | | |
| 87 | Devaney, M | 9/16/2013 | | |
| 88 | Lucas, M | 10/11/2013 | | |
| 89 | VACANT | | | |
| 90 | VACANT | | | |
| 91 | VACANT | | | |
| 92 | VACANT | | | |
| 93 | VACANT | | | |
| 94 | VACANT | | | |
| 95 | VACANT | | | |

- E. If a City Officer and a current County employee have the same classification seniority, seniority shall be determined by each employee's date of hire. If the dates of hire are the same, seniority shall be determined by the date of job offer. If the job offer dates are the same, the City Officer shall be placed below the Multnomah County employee on the seniority list.
- F. Pursuant to ORS 236.620(c), no County employee shall be laid off or demoted because of the transfer of City Officers to the County at the time the transfer occurs.
- G. The County shall accommodate a City Officer's preselected vacation times. However, no current County employee will be bumped from his/her preselected vacation time to accommodate a transferred City Officer. Transferred City Officers will participate

in the next vacation bid as set forth in Article 8(B) of the MCDSA Collective Bargaining Agreement.

- H. No current County employee will be bumped from his/her current shift assignment to accommodate a transferred City Officer. In or around May of 2015, transferring City Officers will participate in a seniority based bid for shifts of 5-8s or 4-10s to be developed by the County's Chief Deputy of the Enforcement Division that will be effective for the transitional period between the Transfer Date and implementation of the full MCDSA 2016 shift bid. This May 2015 shift bid will be conducted in accordance with Article 15(D) of the MCDSA Collective Bargaining Agreement. Modification to transferred City Officer Shifts during the transitional period may be made by the Chief Deputy on an as-needed basis subject to Articles 15(E) and (F) of the MCDSA Collective Bargaining Agreement and following consultation with MCDSA and the impacted employee(s). All City and County Employees will participate in the 2016 shift bid in accordance with Article 15(D) of the MCDSA Collective Bargaining Agreement.

Section 3: Specialty Assignments

- A. One City Officer performing detective duties will be assigned to the County detectives unit. Subject to new contracts with the third-party organizations (such as Tri-Met or a School District), the one City Officer assigned to Tri-Met, the two City Officers assigned as School Resource Officers, and the one City Officer assigned to the gangs unit may continue in their respective assignments. If the County does not enter into third-party contracts for Tri-Met, School Resource, and/or the gangs unit in the Troutdale Districts after the Transfer Date, the County and MCDSA shall meet to discuss the assignment for the impacted City Officer(s). If the County and MCDSA are unable to agree upon an assignment for the impacted City Officer(s), the impacted City Officer(s) shall be assigned to a position with the County at the discretion of the County Chief Deputy of the Enforcement Division until the next shift bid under Article 15(D) of the MCDSA Collective Bargaining Agreement and the practices thereunder.
- B. Upon the Transfer Date, City Officers who are in good standing in City specialty assignments (e.g., SWAT, HNT, VCT) will continue their specialty assignments subject to the MCDSA Collective Bargaining Agreement and associated County practices.

- C. City Officers are eligible to apply for County specialty assignments (such as SWAT, Dive Team, Search & Rescue, and etc.) after the Transfer Date and consistent with County policies and practices.

Section 4: Wages.

- A. All City Officers holding the rank of officer shall be placed in the Deputy Sheriff classification with County at the wage step set forth below.
- B. All City Officers holding the rank of sergeant shall be placed in the Sergeant classification with County at the wage step set forth below.
- C. After transfer to County employment, City Officers shall be eligible to move to higher steps on the County's Wage Schedule on the dates set forth below.

| Name | Current TPD Assignment | Transferred MCSO Assignment | Current TPD Wage/Step | Transferred MCSO Wage/Step | Anniversary Date | Date Eligible for Step Increase = |
|---------------------|------------------------|-----------------------------|-----------------------|----------------------------|------------------|-----------------------------------|
| Shrake, Marc J | Sergeant | Sergeant | 22/E++ | S6 | 5/20/1991 | n/a |
| Wilkerson, Rodney L | Sergeant | Sergeant | 22/E++ | S6 | 8/3/1995 | n/a |
| Kaer, Carey D | Sergeant | Sergeant | 22/E++ | S6 | 11/26/2003 | n/a |
| Bevens, Steven D | Sergeant | Sergeant | 22/E+ | S6 | 2/28/2000 | n/a |
| Licht, David P | Police Officer | Deputy Sheriff | 16/E++ | D5 | 8/1/1994 | One year from Transfer Date |
| Fujii, Timothy P | Police Officer | Deputy Sheriff | 16/E++ | D5 | 2/10/2003 | One year from Transfer Date |
| Goss, Jenifer M | Police Officer | Deputy Sheriff | 16/E++ | D5 | 7/22/2002 | One year from Transfer Date |
| Rist, Ryan C | Police Officer | Deputy Sheriff | 16/E++ | D5 | 9/24/2001 | One year from Transfer Date |

| | | | | | | |
|--------------------------|--------------------------|-----------------------------|--------|----|------------|--------------------------------|
| Kotsovos, Casey W | Police Officer/TriMet | Deputy Sheriff/TriMet | 16/E++ | D5 | 3/24/2005 | One year from Transfer Date |
| Leahy, Patrick T | Police Officer | Deputy Sheriff | 16/E+ | D5 | 11/1/1999 | One year from Transfer Date |
| Storagee, Joseph L | Police Officer | Deputy Sheriff | 16/E+ | D5 | 8/5/1996 | One year from Transfer Date |
| Vining, Gregory W | Police Officer | Deputy Sheriff/Detective | 16/E+ | D5 | 9/5/1995 | One year from Transfer Date |
| Costello, Jeremy S | Police Officer | Deputy Sheriff | 16/E+ | D5 | 6/5/2006 | One year from Transfer Date |
| Diekmann, Chad A | Police Officer | Deputy Sheriff | 16/E+ | D5 | 10/13/2008 | One year from Transfer Date |
| Harris, Kyle | Police Officer/SRO | Deputy Sheriff/SRO | 16/E++ | D5 | 8/9/2010 | One year from Transfer Date |
| Jordan, Matthew P | Police Officer | Deputy Sheriff | 16/E+ | D5 | 3/31/2008 | One year from Transfer Date |
| Potter, Jeffery L | Police Officer | Deputy Sheriff | 16/E+ | D5 | 2/5/2007 | One year from Transfer Date |
| Stephens, Christopher | Police Officer/Gang | Deputy Sheriff/Gang | 16/E+ | D5 | 10/19/2009 | One year from Transfer Date |
| Taber, Daren D | Police Officer | Deputy Sheriff | 16/E+ | D5 | 3/10/2008 | One year from Transfer Date |
| Thompson, Nicholas D | Police Officer/SRO | Deputy Sheriff/SRO | 16/E+ | D5 | 6/5/2006 | One year from Transfer Date |
| Bohrer, Nicholas M | Police Officer | Deputy Sheriff | 16/D+ | D3 | 11/13/2012 | 5/13/2016 |
| Bearson, Jerad | Police Officer | Deputy Sheriff | 16/C+ | D2 | 8/12/2013 | 2/12/2016 |

Section 5: Accrued Leave of Transferred Employees.

A. Compensatory Time

1. Pursuant to ORS 236.610(3), City is responsible for liquidating any accrued compensatory time of City Officers being transferred to the County, by paying the City Officer for the accrued compensatory time at the City Officer's then-effective City rate of pay.

B. Sick Leave

1. Pursuant to ORS 236.610(4)(a)(A), City Officers transferred to the County may elect to retain any accrued sick leave. If the City Officer elects to liquidate any accrued sick leave, such leave shall be paid in cash to the City Officer at 50% of his/her then-effective City rate of pay. City Officers who wish to elect sick leave payout must submit a written request to the City Finance Director prior to the Transfer Date.

C. Vacation Leave

1. Pursuant to ORS 236.610(4)(a)(B), City Officers transferred to the County may elect to retain vacation leave as follows.

| <u>Years of City Service</u> | <u>Maximum Vacation Leave City Officer May Retain Upon Transfer to County</u> |
|------------------------------|---|
| Less than 5 years | 160 hours |
| More than 5 years | 240 hours |

Any vacation that a City Officer does not carry over to County Employment shall be paid by the City to the City Officer at the City Officer's then-effective City rate of pay.

D. Holidays

1. The City shall liquidate any accrued holiday leave of City Officers being transferred to the County, by paying the City Officer for the accrued holiday at the City Officer's then-effective City rate of pay.

E. Payment

1. The City will pay final wages to City Officers through the normal City pay cycle, which concludes immediately following the Transfer Date. Transferred City Officers will be paid using the City's standard direct deposit process and pay date for that period. Further, normal tax withholding and employee benefit deductions will be applied to the final wages. However, the standard supplemental pay tax withholding only will be applied to any paid leave payouts.
2. The City will pay compensatory time, holiday leave, vacation leave and sick leave consistent with this Agreement to City Officers during the second normal City pay cycle which concludes immediately following the Transfer Date. Transferred City Officers will be paid through the City's standard direct deposit process and pay date for that second pay period. Further, the standard supplemental pay tax withholding only will be applied to any paid leave payouts.

F. Other Leave

1. Pursuant to ORS 236.610(4)(c), after the transfer of City Officers to the County, the County shall grant any leave to City Officers according to the MCDSA Collective Bargaining Agreement. As stated above, the County shall accommodate a City Officer's preselected vacation times. However, no current County employee will be bumped from his/her preselected vacation time to accommodate a transferred City Officer.
 2. The parties agree that the County is a successor employer for the purpose of complying with other applicable leaves of absence and reinstatement obligations, including but not limited to the Oregon Family Leave Act (OFLA), the Family Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- G. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition of all forms of leave will be subject to the IGA and will not adversely affect City Officers.

Section 6: Health Insurance, Disability, Life Insurance, and Deferred Compensation Benefits

- A. To avoid any interruption or overlap in medical, dental, vision, disability, or life insurance benefits, the City will continue City Officers on the City's medical, dental, vision, disability, and life insurance plans through the end of the calendar month of their final date of employment with the City. Effective on the Transfer Date, City Officers will be eligible for medical, dental, vision, disability, and life insurance benefits under the MCDSA Collective Bargaining Agreement. No later than ten (10) calendar days prior to the Transfer Date, each City Officer shall elect plan coverage for medical/dental/vision benefits under Article 11 of the MCDSA Collective Bargaining Agreement. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition will be subject to the IGA and will not adversely affect the benefit eligibility of City Officers.
- B. Pursuant to ORS 236.610(5), in the event that any City Officer is subject to a waiting period for coverage of preexisting conditions under any County health insurance plan, County shall arrange for a waiver of such waiting period with its health insurer. The City shall reimburse County for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.
- C. Transferred City employees may participate in Multnomah County's deferred compensation program in accordance with applicable County policies and provisions of the MCDSA Collective Bargaining Agreement.

Section 7: PERS Liability.

In accordance with ORS 236.610(7), any PERS unfunded liability or surplus shall be paid or credited to or by the party that was the employer at the time the unfunded liability or surplus accrued.

Section 8: Waiver of County Education Requirement.

On a non-precedent setting basis, current City Officers who are transferred to the County are not required to have a college degree.

Section 9: Benefits under MCDSA Collective Bargaining Agreement and Effect of TPOA Collective Bargaining Agreement.

- A. Pursuant to ORS 236.620(1)(d), effective upon the Transfer Date to County, all City Officers shall become MCDSA members and shall enjoy the same privileges, wages, benefits, hours, and conditions of employment and be subject to the same regulations as other County employees and MCDSA bargaining unit members under the MCDSA Collective Bargaining Agreement.
- B. Upon transfer of City officers to County employment on the Transfer Date, all eligibility for wages, benefits and other conditions of employment under the TPOA Collective Bargaining Agreement shall cease.

Section 10: Transfer of Employment Records

- A. No later than Seven (7) calendar days prior to the Transfer Date, the City will provide copies of employment records for each City Officer pursuant to ORS 236.610(6). The TPOA specifically agrees that the transfer of employment records by the City to County, as successor employer, as set forth above, constitutes an exception to Article 23.2 of the City's Collective Bargaining Agreement with the TPOA. To the extent that any such transfer would violate Article 23.2, the TPOA expressly waives its right, as well as the right of City Officers, to grieve or otherwise claim that any transfer of documents and materials in accordance with Section 10 of this Agreement violates Article 23.2.
- B. The City, subsequent to the Transfer Date, shall retain any and all employment records for transferred employees only in accordance with the Secretary of State's General Records Retention. (Schedule for Cities, OAR 166-200-0200 through OAR 166.200-0405.) This Agreement does not limit the right of any party to subpoena records retained but the City, but not transferred to the County.
- C. City Officer employment records transferred to the County will thereafter be subject to County policies and practices, and all applicable terms of the MCDSA Collective Bargaining Agreement.

Section 11: Term & Dispute Resolution

- A. This Agreement is effective upon execution of the IGA between the City and the County, and will expire eighteen (18) months from the Transfer Date.
- B. Upon request, the City and the County agree to furnish all information to MCDSA that is necessary to confirm performance of the contractual obligations contained in this Agreement.
- C. Ninety (90) days after the Transfer Date, the County and MCDSA will engage in a benefit reconciliation audit for transferred City Officers, in which the County will provide the MCDSA with information identifying for each transferred City Officer his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- D. At least ninety (90) days prior to the date of expiration of this Agreement, the County and MCDSA will engage in a final benefit reconciliation audit for transferred City Officers, in which the County will provide the MCDSA with information identifying for each transferred City Officer his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- E. Any issue regarding the transfer of City Officers to the County that arises during the term of this Agreement shall be addressed as follows:
 - 1. Issues arising between the County and the MCDSA regarding the interpretation or application of this Appendix or the MCDSA Collective Bargaining Agreement, which cannot be resolved informally, shall be resolved in accordance with the grievance and arbitration procedures set forth in Article 20 – Settlement of Disputes of the MCDSA Collective Bargaining Agreement.
 - 2. Issues arising between the City and the MCDSA regarding the interpretation or application of this Appendix, which cannot be resolved informally, shall be resolved through an unfair labor practice complaint filed under ORS 243.672 (1) (g).

This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City Officers to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of all parties.

The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, is fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

TROUTDALE POLICE OFFICERS' ASSOCIATION:

By: G. W. Vining Date: 3-30-15
Greg Vining, Association President

MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION:

By: Mark Herron Date: 3/30/15
Mark Herron, Association President

CITY OF TROUTDALE:

By: Erich Mueller Date: 3/24/2015
Erich Mueller, City Personnel Officer

MULTNOMAH COUNTY:

By: Jeff Heinrich Date: 4/6/2015
Jeff Heinrich, Labor Relations Manager

AFSCME REPRESENTED EMPLOYEES TRANSFER AGREEMENT

APPENDIX F TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE

This Employee Transfer Agreement ("Agreement") is entered into by and between Multnomah County ("County"), the City of Troutdale ("City"), the Multnomah County Employees Union, Local 88, AFSCME AFL-CIO ("AFSCME Local 88") and the City of Troutdale Employees Union, Local 3132, Council 75 Association ("AFSCME Local 3132") and will become effective only in the event the Intergovernmental Agreement ("IGA") is approved and executed.

Section 1: Transfer of City Employees

- A. Pursuant to ORS 236.605-236.640, current City personnel employed in the job classification of Police Records Specialist (hereinafter, "City Employees") will be transferred to the County at 12:01 a.m. on the Effective Implementation Date as specified in the approved IGA ("Transfer Date").
- B. No later than seven (7) calendar days prior to the effective date of the transfer of City Employees to County employment, the City will provide copies of employment records for each City Employee pursuant to ORS 236.610(6). The parties agree and understand that employment records pertaining to City Employees' final month of City employment might not be transferred until completion of a 10-day reconciliation period following the Transfer Date.
- C. Pursuant to ORS 236.620(1)(a), if a City Employee was serving a probationary period with the City at the time of transfer, the past service of the City Employee on probation shall apply on the regular probation requirements of the County.
- D. Pursuant to ORS 236.640, any transferred City Employee who remains employed with the County in good standing to the termination of this Agreement shall be entitled to the position the City Employee held with the City prior to the transfer.

Section 2: Seniority

- A. Seniority of transferred City Employees will be in accordance with ORS 236.620(1)(c).
- B. City Employees shall retain the seniority they accrued while employed by City. Effective on the Transfer Date and pursuant to ORS 236.620(1), City Employees will be placed on the County's employee roster and the roster shall be consolidated into a single seniority list. Subject to other provisions of this Agreement, the crediting of seniority shall apply for all purposes, including relative seniority for layoffs and demotion, shift preferences, vacation accrual, premiums, and all other wage and hour benefits under the AFSCME, Local 88 Collective Bargaining Agreement and applicable Multnomah County policies.

- C. City Employees have the following seniority dates with the City and shall be credited with the following seniority dates with the County upon transfer:

| Name | Job Classification | Class Seniority | County Seniority |
|--------------------|---------------------------|-----------------|------------------|
| Terri McDonough | Police Records Specialist | 1/15/97 | 1/15/97 |
| Courtney Childress | " | 12/1/14 | 12/1/14 |

- D. The combined City/County seniority list is as follows:

| Name | Job Classification | Class Seniority | County Seniority |
|-----------------------|--------------------|-----------------|------------------|
| Powell, B | Records Technician | 07/01/90 | 11/26/84 |
| Cripe G (LE) | " " | 10/21/90 | |
| Rail, G | " " | 12/15/94 | |
| Johnson, L (LE) | " " | 12/09/96 | |
| McDonough, T | " " | 01/15/97 | |
| Goode, L (LE) | " " | 05/28/97 | 9/13/94 |
| Grob, D | " " | 07/28/97 | |
| Wong, C | " " | 11/07/97 | |
| Warren-Whitmore, D | " " | 02/09/98 | |
| Cockerham, S | " " | 03/23/98 | |
| Howe, E | " " | 05/11/98 | |
| Vaughan, D | " " | 10/09/98 | |
| Estes, R | " " | 11/16/98 | |
| Polelle, M | " " | 02/13/99 | |
| Schneider, M | " " | 03/15/99 | |
| Dennis, P | " " | 06/26/99 | |
| Ekter, (Lucas) K | " " | 04/28/00 | |
| Mclsaac, J (LE) | " " | 05/01/00 | |
| Ameigh, S | " " | 11/06/00 | |
| Sherman M | " " | 11/21/00 | |
| Pham, A | " " | 02/16/01 | |
| Waite,D | " " | 02/26/01 | |
| Lewis, T | " " | 03/01/01 | |
| Musura, M | " " | 11/19/01 | |
| Saxton (Gill), N (LE) | " " | 02/14/02 | |
| Shanahan, K (LE) | " " | 05/02/02 | |
| Gilbert, A (LE) | " " | 10/01/03 | 10/05/98 |
| Polelle, R | " " | 10/06/03 | |
| Bennett, T (LE) | " " | 03/04/04 | |
| Uyehara, E | " " | 05/24/04 | |
| Champie, L | " " | 07/26/04 | |
| Fenner, J | " " | 08/01/06 | 08/29/05 |
| McGee, S | " " | 04/10/08 | |
| Baxter, C (LE) | " " | 11/09/09 | |
| Henderson, T (LE) | " " | 04/15/10 | |

| | | | |
|--------------------|---|---|----------|
| Dornon, L (LE) | " | " | 06/07/11 |
| Riffle, L (LE) | " | " | 07/13/12 |
| Javor, A (LE) | " | " | 07/22/13 |
| Cooke, K | " | " | 09/17/13 |
| Yoswick, D | " | " | 02/13/14 |
| Courtney Childress | " | " | 12/01/14 |

- E. Pursuant to ORS 236.620(c), no County employee shall be laid off or demoted because of the transfer of City Employees to the County.
- F. The County shall accommodate a City Employee's preselected vacation times. However, no current County employees will be bumped from their preselected vacation time to accommodate a transferred City Employee.
- G. No current County employee will be bumped from his/her current shift assignment to accommodate a transferred City Employee. Subject to the limitations set forth in Section 3 below, transferred City Employees will be eligible for shift and work assignments which become available after the date of transfer as set forth in Article 22 Shift and Work Assignment, Section III of the Collective Bargaining Agreement between the County and AFSCME, Local 88.

Section 3: Assignment

- A. City Employees who are transferred to the County shall continue working in their pre-transfer assignments, work locations and shifts for a period of one year following the Transfer Date. Thereafter, shift and work assignments, including location of work assignments shall be made in accordance with the provisions of Article 22 of the AFSCME, Local 88 Collective Bargaining Agreement.

Section 4: Wages.

- A. City Employees holding the position of Police Records Specialist shall be placed in the job classification of Records Technician with County at the wage step set forth below.
- B. City Employees shall be eligible to move to higher steps on the County's Wage Schedule based on their date of transfer to the County.

| Name | Current City Job Classification | Transferred County Job Classification | City 7-1-14 Wage/Step | Transferred County Wage/Step | Anniversary Date | Date Eligible for Step Increase |
|--------------------|---------------------------------|---------------------------------------|-----------------------|------------------------------|------------------|---------------------------------|
| Terri McDonough | Police Records Specialist | MCSO Records Technician Class #6150 | 10-E | Step 8 | 1/15/97 | 1 year from transfer date |
| Courtney Childress | Police Records Specialist | MCSO Records Technician Class #6150 | 10-B | Step 2 | 12/1/14 | 1 year from transfer date |

Section 5: Accrued Leave of Transferred Employees.

A. Compensatory Time

1. Pursuant to ORS 236.610(3), City is responsible for liquidating any accrued compensatory time of City Employees being transferred to the County, by paying the City Employee for the accrued compensatory time at the City Employee's then-effective rate of pay.

B. Sick Leave

1. Pursuant to ORS 236.610(4)(a)(A), City Employees transferred to the County may elect to retain any accrued sick leave. If the City Employee elects to liquidate any accrued sick leave, such leave shall be paid in cash to the City Employee at 50% of his/her then-effective rate of pay. City Employees who wish to elect sick leave payout must submit a written request to the Finance Director prior to the effective date of the transfer.

C. Vacation Leave

1. City Employees transferred to the County may elect to retain vacation leave as follows:

| <u>Years of City Service</u> | <u>Maximum Vacation Leave City Employee May Retain Upon Transfer to County</u> |
|------------------------------|--|
| Less than 5 years | 160 hours |
| More than 5 years | 240 hours |

Any vacation that a City Employee does not carry over to County Employment shall be paid by the City to the City Officer at the City Officer's then-effective City rate of pay.

D. Holidays

1. The City shall liquidate any unused accrued personal holiday leave of City Employees being transferred to the County, by paying the City Employee for the accrued personal holiday time at the City Employee's then-effective rate of pay.

E. Payment

1. Final wages will be paid to City Employees through the normal City pay cycle, which concludes immediately following the effective Transfer Date. Transferred City Employees will be paid through the City's standard direct deposit process and pay date for that period. Further, normal tax withholding and employee benefit deductions will be applied to the final wages.
2. Compensatory time, personal holiday leave, vacation leave on excess of 80 hours and sick leave payout will be paid to City Employees through the second normal City pay cycle which

concludes immediately following the effective date of the transfer.— Transferred City Employees will be paid through the City’s standard direct deposit process and pay date for that second pay period. Further the standard supplemental pay tax withholding only will be applied to any paid leave payouts.

F. Other Leaves

1. Pursuant to ORS 236.610(4)(c), after the transfer of City Employees to the County, the County shall grant any leaves to City Employees according to the AFSCME, Local 88 Collective Bargaining Agreement.
2. The parties agree that the County is a successor employer for the purpose of complying with other applicable leaves of absence and reinstatement obligations, including but not limited to: the Oregon Family Leave Act (OFLA), the Family Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

- G. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition of all forms of leave will be subject to the IGA and will not adversely affect City Employees.

Section 6: Health Insurance, Disability, and Life Insurance Benefits

- A. To avoid any interruption or overlap in medical, dental, vision, disability, or life insurance benefits, the City will continue City Employees on the City’s medical, dental, vision, disability, and life insurance plans through the end of the calendar month of their final date of employment with the City. Effective the first day of calendar month following the Transfer Date, or on the Transfer Date if the Transfer Date is the first of the calendar month, City Employees will be eligible for medical, dental, vision, disability, and life insurance benefits under the AFSCME, Local 88 Collective Bargaining Agreement. No later than ten (10) calendar days following the Transfer Date, each City Employee shall elect plan coverage for medical/dental/vision benefits under Article 11 of the MCDSA Collective Bargaining Agreement. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition will be subject to the IGA and will not adversely affect the benefit eligibility of City Employees.
- B. Pursuant to ORS 236.610(5), in the event that any City Employee is subject to a waiting period for coverage of preexisting conditions under any County health insurance plan, County shall arrange for a waiver of such waiting period with its health insurer. The City shall reimburse County for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.

Section 7: PERS Liability.

- A. In accordance with ORS 236.610(7), any PERS unfunded liability or surplus shall be paid or credited to or by the party that was the employer at the time the unfunded liability or surplus accrued.

Section 8: Benefits under AFSCME, Local 88 Collective Bargaining Agreement and Effect of AFSCME, Local 3132 Collective Bargaining Agreement.

- A. Pursuant to ORS 236.620(1)(d), effective upon the Transfer Date all City Employees shall become AFSCME, Local 88 members and shall enjoy the same privileges, wages, benefits, hours, and conditions of employment and be subject to the same regulations as other County employees and AFSCME, Local 88 bargaining unit members under the AFSCME, Local 88 Collective Bargaining Agreement.
- B. Upon transfer of City Employees to County employment on the Transfer Date, all eligibility for wages, benefits and other conditions of employment under the AFSCME, Local 88 Collective Bargaining Agreement shall cease.

Section 9: Transfer of Transfer of Employment Records

- A. No later than Seven (7) calendar days prior to the Transfer Date, the City will provide copies of employment records for each City Employee pursuant to ORS 236.610(6). AFSCME, Locals 88 and 3132 specifically agree that the transfer of employment records by the City to County, as successor employer, as set forth above, constitutes an exception to Article 25 of the City's Collective Bargaining Agreement with AFSCME. To the extent that any such transfer would violate Article 25, the AFSCME, Local 3132 expressly waives its right, as well as the right of City Employees, to grieve or otherwise claim that any transfer of documents and materials in accordance with Section 9 of this Agreement violates Article 25.
- B. The City, subsequent to the Transfer Date, shall retain any and all employment records for transferred employees only in accordance with the Secretary of State's General Records Retention. (Schedule for Cities OAR 166-20-0200 through OAR 166-200-0405) This Agreement does not limit the right of any party to subpoena records retained but the City, but not transferred to the County.
- C. City Employee employment records transferred to the County will thereafter be subject to County policies and practices, and all applicable terms of the AFSCME, Local 88 Collective Bargaining Agreement.

Section 10: Term and Dispute Resolution

- A. This Agreement is effective upon execution of the IGA between the City and the County, and will expire eighteen (18) months from the Transfer Date.

- B. Upon request, the City and the County agree to furnish all information to AFSCME that is necessary to confirm performance of the contractual obligations contained in this Agreement.
- C. Ninety (90) days after the Transfer Date, the County and AFSCME will engage in a benefit reconciliation audit for transferred City Officers, in which the County will provide AFSCME with information identifying for each transferred City employee his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- D. At least ninety (90) days prior to the date of expiration of this Agreement, the County and AFSCME will engage in a final benefit reconciliation audit for transferred City Officers, in which the County will provide the AFSCME with information identifying for each transferred City Employee his/her pay step placement, seniority, and the transfer of benefits under this Appendix.
- E. Any issue regarding the transfer of City Employees to the County that arises during the term of this Agreement shall be addressed as follows:
 - 1. Issues arising between the County and the AFSCME regarding the interpretation or application of this Appendix or the AFSCME Collective Bargaining Agreement, which cannot be resolved informally, shall be resolved in accordance with the grievance and arbitration procedures set forth in Article 18 – Settlement of Disputes of the AFSCME Collective Bargaining Agreement.
 - 2. Issues arising between the City and the AFSCME regarding the interpretation or application of this Appendix, which cannot be resolved informally, shall be resolved through an unfair labor practice complaint filed under ORS 243.672 (1) (g).

This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City Employees to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of all parties.

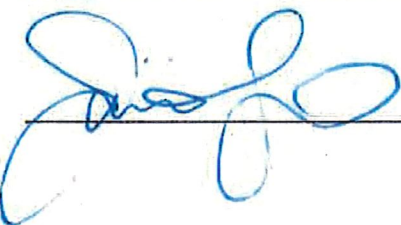
The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, are hereby fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

CITY OF TROUTDALE EMPLOYEES' UNION, LOCAL 3132, AFSCME AFL-CIO:

By: _____

Date: 4/21/15

MULTNOMAH COUNTY EMPLOYEES UNION, LOCAL 88, AFSCME AFL-CIO:

By: _____

Date: 4/21/15

MULTNOMAH COUNTY:

By: _____

Date: 4/16/15

CITY OF TROUTDALE:

By: _____

Date: 4/17/2015

**APPENDIX G TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE**

This Employee Transfer Agreement ("Agreement") is entered into by and between Multnomah County ("County"), and the City of Troutdale ("City"), and will become effective only in the event the Intergovernmental Agreement ("IGA") is approved and executed.

Section 1: Transfer of City Employees

- A. Pursuant to ORS 236.605-236.640, current City personnel employed in the job classification of Chief of Police, Police Lieutenant and Police Administrative Specialist (hereinafter, "City Employees") will be transferred to the County at 12:01 a.m. on the Effective Implementation Date as specified in the approved IGA ("Transfer Date").
- B. No later than seven (7) calendar days prior to the effective date of the transfer of City Employees to County employment, the City will provide copies of employment records for each City Employee pursuant to ORS 236.610(6). The parties agree and understand that employment records pertaining to City Employees' final month of City employment might not be transferred until completion of a 10-day reconciliation period following the Transfer Date.
- C. Pursuant to ORS 236.620(1)(a), if a City Employee was serving a probationary period with the City at the time of transfer, the past service of the City Employee on probation shall apply on the regular probation requirements of the County.
- D. Pursuant to ORS 236.640, any transferred City Employee who remains employed with the County in good standing to the termination of this Agreement shall be entitled to the position the City Employee held with the City prior to the transfer.

Section 2: Seniority

- A. Seniority of transferred City Employees will be in accordance with ORS 236.620(1)(c).
- B. City Employees have the following seniority dates with the City and shall be credited with the following seniority dates with the County upon transfer:

| <u>Name</u> | <u>Job Classification</u> | <u>County Seniority</u> |
|-----------------------|----------------------------------|-------------------------|
| Scott Anderson | Police Chief | 12/15/2008 |
| Joel Wendland | Police Lieutenant | 09/02/1997 |
| Teresa Donovan-Troudt | Police Administrative Specialist | 05/02/2012 |

Pursuant to ORS 236.620(c), no County employee shall be laid off or demoted because of the transfer of City Employees to the County.

Section 3: Assignment

- A. The Police Administrative Specialist transferred to the County shall continue working in their pre-transfer assignment, work location and shift for a period of six (6) months following the Transfer Date. Thereafter, shift and work assignments, including location of work assignments shall be made in accordance with applicable Multnomah County policies.

Section 4: Wages.

- A. City Employees shall be placed in the job classifications with County at the wage step set forth below.
- B. Subsequent wage adjustments may be made in accordance with applicable Multnomah County policies.

| Name | Current City Job Classification | Transferred County Job Classification | City Wage/Step | Transferred County Wage/Step | Anniversary Date |
|-----------------------|----------------------------------|---------------------------------------|--------------------|------------------------------|------------------|
| Scott Anderson | Police Chief | MCSO Commander | \$102,636 27-E | \$133,276 | 12/15/2008 |
| Joel Wendland | Police Lieutenant | MCSO Captain, #9627 | \$94,920 25-E | \$122,213 | 09/02/1997 |
| Teresa Donovan-Troudt | Police Administrative Specialist | Administrative Specialist, #9634 | \$23.28/hr 12-E | \$24.44/hr | 05/02/2012 |

Section 5: Accrued Leave of Transferred Employees.

A. Compensatory Time

1. Pursuant to ORS 236.610(3), City is responsible for liquidating any accrued compensatory time of City Employees being transferred to the County, by paying the City Employee for the accrued compensatory time at the City Employee's then-effective rate of pay.

B. Sick Leave

1. Pursuant to ORS 236.610(4)(a)(A), City Employees transferred to the County may elect to retain any accrued sick leave. If the City Employee elects to liquidate any accrued sick leave, such leave shall be paid in cash to the City Employee at 50% of

his/her then-effective rate of pay. City Employees who wish to elect sick leave payout must submit a written request to the Finance Director prior to the effective date of the transfer.

C. Vacation Leave

1. City Employees transferred to the County may elect to retain vacation leave as follows:

| <u>Years of City Service</u> | <u>Maximum Vacation Leave City Employee May Retain Upon Transfer to County</u> |
|------------------------------|--|
| Less than 5 years | 160 hours |
| More than 5 years | 240 hours |

Any vacation that a City Employee does not carry over to County Employment shall be paid by the City to the City Employee at the City Employee's then-effective City rate of pay.

D. Holidays

1. The City shall liquidate any unused accrued personal holiday leave of City Employees being transferred to the County, by paying the City Employee for the accrued personal holiday time at the City Employee's then-effective rate of pay.

E. Payment

1. Final wages will be paid to City Employees through the normal City pay cycle, which concludes immediately following the effective Transfer Date. Transferred City Employees will be paid through the City's standard direct deposit process and pay date for that period. Further, normal tax withholding and employee benefit deductions will be applied to the final wages.
2. Compensatory time, personal holiday leave, vacation leave on excess of 80 hours and sick leave payout will be paid to City Employees through the second normal City pay cycle which concludes immediately following the effective date of the transfer. Transferred City Employees will be paid through the City's standard direct deposit process and pay date for that second pay period. Further the standard supplemental pay tax withholding only will be applied to any paid leave payouts.

F. Other Leaves

1. Pursuant to ORS 236.610(4)(c), after the transfer of City Employees to the County, the County shall grant any leaves to City Employees according to applicable Multnomah County policies.
 2. The parties agree that the County is a successor employer for the purpose of complying with other applicable leaves of absence and reinstatement obligations, including but not limited to: the Oregon Family Leave Act (OFLA), the Family Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- G. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition of all forms of leave will be subject to the IGA.

Section 6: Health Insurance, Disability, and Life Insurance Benefits

- A. To avoid any interruption or overlap in medical, dental, vision, disability, or life insurance benefits, the City will continue City Employees on the City's medical, dental, vision, disability, and life insurance plans through the end of the calendar month of their final date of employment with the City. Effective on the Transfer Date City Employees will be eligible for medical, dental, vision, disability, and life insurance benefits under the applicable Multnomah County policies. No later than ten (10) calendar days prior to Transfer Date, each City Employee shall elect plan coverage for medical/dental/vision benefits under the applicable Multnomah County policies. The City and County agree that any payment or reimbursement between City and County that is necessary to effectuate the transition will be subject to the IGA and will not adversely affect the benefit eligibility of City Employees.
- B. Pursuant to ORS 236.610(5), in the event that any City Employee is subject to a waiting period for coverage of preexisting conditions under any County health insurance plan, County shall arrange for a waiver of such waiting period with its health insurer. The City shall reimburse County for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.

Section 7: PERS Liability.

- A. In accordance with ORS 236.610(7), any PERS unfunded liability or surplus shall be paid or credited to or by the party that was the employer at the time the unfunded liability or surplus accrued.

Section 8: Benefits.

- A. Pursuant to ORS 236.620(1)(d), effective upon the Transfer Date all City Employees shall become County employees and shall enjoy the same privileges, wages, benefits, hours, and conditions of employment and be subject to the same regulations as other County employees.
- B. Upon transfer of City Employees to County employment on the Transfer Date, all eligibility for wages, benefits and other conditions of employment under the City of Troutdale shall cease.

Section 9: Transfer of Transfer of Employment Records:

- A. No later than Seven (7) calendar days prior to the Transfer Date, the City will provide copies of employment records for each City Employee pursuant to ORS 236.610(6).
- B. The City, subsequent to the Transfer Date, shall retain any and all employment records for transferred employees only in accordance with the Secretary of State's General Records Retention. (Schedule for Cities OAR 166-20-0200 through OAR 166-200-0405) This Agreement does not limit the right of any party to subpoena records retained but the City, but not transferred to the County.
- C. City Employee employment records transferred to the County will thereafter be subject to County policies and practices.

Section 10: Term of Agreement

This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City Employees to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of either party.

The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, are hereby fulfilled by the terms of this Agreement.

RESOLUTION NO. 2278

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR LAW ENFORCEMENT SERVICES PROVIDED THROUGH THE MULTNOMAH COUNTY SHERIFF'S OFFICE.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. On May 13, 2014 the City Council unanimously adopted Resolution No. 2247 Approving the Proposed Concept for Contracted Law Enforcement Services from the Multnomah County Sheriff (MCSO), and Authorized Negotiation of an Intergovernmental Agreement (IGA).
2. There exists a long and successful history of cities, both nationwide and in Oregon, of contracting with their County Sheriff to provide law enforcement services.
3. That through the IGA the MCSO shall provide contracted law enforcement services to the City at the same or enhanced service levels, and at a substantially lower cost to the taxpayers, while maintaining City identity and significant local control.
4. That the IGA for contracted law enforcement services is in the best interest of the City, and will provide significant cost savings for the City.
5. That the IGA for contracted law enforcement services will offer expanded and enhanced career opportunities for current City Police Officers and civilian staff.
6. That the IGA is a mutually beneficial contract arrangement reached through the cooperation and agreement of the City Council, labor unions, County Commission and MCSO, and that each party has expressed support for the law enforcement services IGA.
7. That an IGA pursuant to the authority found in ORS 190.010, et seq and ORS 206.345 addressing all the parties needs and obligations, and transition issues, has been successfully negotiated.
8. The Parties recognize the economies of scale and efficiency from an integrated law enforcement operation delivered through the MCSO, and that time is of the essence for both the MCSO budget efficiency benefits to be realized, and for the substantial cost savings for the City to begin.
9. The law enforcement services IGA supports the City Council goals to improve and support livability in Troutdale, to promote fiscal solvency and improve fiscal prioritization and budget accountability, and to improve employee morale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

Section 1. That the City enter into, and authorize the Mayor to sign, the IGA with Multnomah County, for Law Enforcement Services Provided through the Multnomah County Sheriff's Office.

Section 2. Designates the City Manager, Craig Ward, or Finance Director, Erich Mueller (each a "City Official"), or a designee of the City Official, to act on behalf of the City, and without further action by the City Council the City Official is hereby authorized, empowered and directed to sign the IGA on behalf of the City, and any and all other required and necessary documents to implement the intent of the agreement.

Section 3. The City Official is hereby authorized to execute, acknowledge and deliver the IGA in substantial conformity with Exhibit A of the Staff Report, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms and intent of the resolution, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 4. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official is authorized to determine, execute, acknowledge and deliver any subsequent addendums, appendices, vehicle titles, extensions, revisions, modifications, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

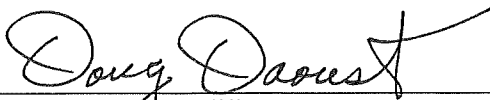
Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 6. This Resolution shall be effective upon adoption.

YEAS: 4


NAYS: 3 White, Allen, Ripma

ABSTAINED: 0



Doug Daoust, Mayor
3/27/15

Date



Sarah Skroch, Deputy City Recorder
Adopted: March 24, 2015

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2015-033

Approval of the Intergovernmental Agreement between Multnomah County Oregon and City of Troutdale Oregon for Contract Law Enforcement Services.

The Multnomah County Board of Commissioners Finds:

- a. The City of Troutdale possesses the power, legal authority and responsibility to provide for police services within its boundaries; and
- b. Multnomah County, through the Multnomah County Sheriff's Office, provides police services throughout the unincorporated areas of Multnomah County and contracted cities; and
- c. Multnomah County has adopted contracts to provide law enforcement services to cities, and has the legal authority to provide police services within the geographical area of the City; and
- d. The provision of police services through the Multnomah County Sheriff's Office to the City of Troutdale would result in greater access to high level law enforcement services for the citizens of Troutdale and east County;
- e. Consolidation of police services through the statutory assumption of the City of Troutdale's police personnel would result in greater governmental efficiency; and
- f. The transfer of employees pursuant to ORS §§ 236.605-640 from the City of Troutdale Police Department to the Multnomah County Sheriff's Office would benefit the transferred employees by affording greater career opportunities and mobility, as well fill existing vacancies in the Multnomah Sheriff's Office with highly trained, and experienced law enforcement personnel.

The Multnomah County Board of Commissioners Resolves:

1. The attached Intergovernmental Agreement made and entered into by the City of Troutdale is approved and the County Chair is authorized and directed to sign the attached agreement.

ADOPTED this 23rd day of April, 2015.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury, Chair

REVIEWED:

JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By
Carlos J. Calandriello, Senior County Attorney

SUBMITTED BY: Daniel Staton, Multnomah County Sheriff.



Oregon

Kate Brown, Governor

Res# 2501
20-16-13-02

Department of Transportation
Maintenance & Operations Branch
455 Airport Rd. SE, Bldg K
Salem, OR 97301
Phone: (503) 986-7915
Fax: (503) 986-3055

December 30, 2022

Steve Gaschler
Multnomah County
342 SW 4th Street
Troutdale, OR 97060

Dear Public Works Director:

Your jurisdiction's participation in the Oregon Public Works Emergency Response Cooperative Assistance Agreement is up for renewal. The agreement is valid for five years from the date you sign it. Your agency's commitment to the agreement has either expired or will expire shortly.

This mutual aid agreement:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response for requests and offers of mutual aid.
- Sets up the documentation needed to seek maximum reimbursement possible.

Public works agencies in Oregon may sign the agreement or cancel their participation as they wish. The Oregon Department of Transportation (ODOT) maintains the list of all parties to the agreement. Any agency may cancel its participation by giving written notice and submitting it to the addresses listed below.

To renew or cancel your agency's participation in the agreement, email the completed signature page to:

Emergency.Operations@odot.state.or.us

If you would prefer to mail the signature page, please send it to:

ODOT Maintenance and Operations Branch
Emergency Operations, PWA
455 Airport Road, SE Bldg. K
Salem, OR 97301

If you have any questions about the agreement, please call Jessica Gourley, ODOT Statewide Emergency Operations Coordinator, at (503) 569-2906.

Sincerely,

Galen McGill
State Maintenance and Operations Engineer

Oregon Public Works Emergency Response
Cooperative Assistance Agreement
**OREGON PUBLIC WORKS EMERGENCY RESPONSE
COOPERATIVE ASSISTANCE AGREEMENT**

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

WITNESSETH:

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

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

WHEREAS, in the event of a major emergency or disaster as defined in ORS 401.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support;

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

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

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

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

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

NOW THEREFORE, the parties agree as follows:

1. **Request** - If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.
2. **Response** - Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:
 - A. Determine whether it has the personnel, equipment, or material available to respond to the request.
 - B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.

Oregon Public Works Emergency Response
Cooperative Assistance Agreement

C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.

D. Provide appropriate access to the available material.

E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

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

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

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

5. **Release of Personnel and Equipment** - All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

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

A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.

B. Compensation for equipment at Responder's established rental rate.

C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.

D. Without prejudice to a Responder's right to indemnification under Section 7 herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:

1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.

2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.

3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

Oregon Public Works Emergency Response
Cooperative Assistance Agreement

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

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

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

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

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

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

10. **The Agreement** -

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. Above, to all others who have entered this Agreement.
- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the Agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically

Oregon Public Works Emergency Response
Cooperative Assistance Agreement

terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.

- 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.
11. **Non-exclusive** - This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.
12. **Parties to This Agreement** - Participants in this Agreement are indicated on the following pages, one party per page.

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

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



12/30/2022

Galen McGill
Statewide Maintenance and Operations Engineer

Date

Oregon Public Works Emergency Response
Cooperative Assistance Agreement

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax Number:

E-mail address (if available):

Oregon Public Works Emergency Response
Cooperative Assistance Agreement

City of Troutdale

Agency

Multnomah

County, Oregon


Authorized Representative Ray Young, City Manager

1-13-23
Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Public Works Dept.

Department Director

503-674-3300

Emergency 24 Hour Phone Number:

Fax Number:

503-251-4163

503-492-3502

E-mail address (if available):

pwstreets@troutdaleoregon.gov & publicworksmanagement@troutdaleoregon.gov



AMENDED AND RESTATED

INTERGOVERNMENTAL AGREEMENT OF

REGIONAL WATER PROVIDERS CONSORTIUM

(2023)

TABLE OF CONTENTS

| | |
|--|---------------------------|
| Recitals | <u>1</u> |
| Section 1. Definitions | <u>2</u> |
| Section 2. Purposes | <u>3</u> |
| Section 3. Strategic Plan | <u>3</u> |
| Section 4. Cooperation and Participants' Retained Powers | <u>3</u> |
| Section 5. Consortium Authority | <u>4</u> |
| Section 6. Participants | <u>5</u> |
| Section 7. Dues | <u>6</u> |
| Section 8. Work Plan and Budgeting | <u>7</u> |
| Section 9. Consortium Board | <u>8</u> |
| Section 10. Executive Committee | <u>8</u> |
| Section 11. Consortium Technical Committee | <u>9</u> |
| Section 12. Dispute Resolution | <u>9</u> |
| Section 13. Duration and Dissolution | <u>10</u> |
| Section 14. Legal Liability | <u>10</u> |
| Section 15. Oregon Law and Forum | <u>10</u> |
| Section 16. Public Notification | <u>10</u> |
| Section 17. Agreement Amendment | <u>10</u> |
| Section 18. Indemnification | <u>11</u> |
| Section 19. Severability | <u>11</u> |
| Section 20. No Third-party Beneficiaries | <u>11</u> |
| Section 21. Merger Clause | <u>11</u> |
| Section 22. Counterparts | <u>11</u> |

REGIONAL WATER PROVIDERS CONSORTIUM

This Amended and Restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023) is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to participate in the Regional Water Providers Consortium for the Portland Metropolitan Region ("the Consortium").

RECITALS

WHEREAS, in 1989 water providers of the Portland metropolitan area began meeting in an informal group called the "Regional Providers Advisory Group" to coordinate water supply planning efforts; and

WHEREAS, in 1996 a Regional Water Supply Plan was completed; and

WHEREAS, the Regional Water Supply Plan, which contains specific recommendations for cooperation and coordination between the water providers in this region through the formation of the Regional Water Providers Consortium, was adopted by signatory water providers in their *Inter-Governmental Agreement of Regional Water Providers Consortium*; and

WHEREAS, as the regional land use agency under state law and regional charter, the Metropolitan Service District ("Metro") adopted the Regional Water Supply Plan as part of the Metro Regional Framework Plan; and

WHEREAS, in 1997 the Consortium was formed when 15 Participants entered into an intergovernmental agreement to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation, and amended that intergovernmental agreement in 2004-05 (*2004-05 IGA*); and

WHEREAS, the Participants desire to amend and restate the 2004-05 IGA to make certain updates to the Participants and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and

WHEREAS, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

WHEREAS, all the Participants of this Agreement are thus authorized to enter into an intergovernmental agreement;

NOW, THEREFORE, the Participants agree as follows:

Section 1. Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

"Agreement" – Shall mean this document and any authorized amendments thereto.

"Associate Member" – Shall mean a Participant that does not have an appointed representative to the Board and that pays reduced dues as determined by the Board.

"Board" – Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one member from the governing body of each Full Member Participant.

"Bylaws" – Shall mean the regulations of the Consortium adopted by the Board pursuant to Section 9.B. of this Agreement.

"Consortium" – Shall collectively mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Funds" – Shall mean Consortium funds consisting of all dues, voluntary contributions, grant monies, and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Executive Committee" – Shall mean the committee established by Section 10 of this Agreement.

"Full Member" – Shall mean a Participant that has an appointed representative to the Board and Technical Committee and that pays full dues as outlined in Section 7.

"Participant" – Shall mean any signatory to the Agreement.

"Plan" – Shall mean the 1996 "Regional Water Supply Plan" for the Portland Metropolitan Area, and all subsequent amendments thereto.

"Region" – Shall mean the area within which Participants provide services to Retail Customer Accounts.

"Retail Customer Accounts" – Shall mean all retail accounts that are billed by a Participant (including residential single family, residential multifamily, commercial, industrial, and wholesale accounts).

"Technical Committee" – Shall mean the committee established by Section 11 of this Agreement.

"Total average daily water use" – Shall mean all billed water usage for Retail Customer Accounts.

Section 2. Purposes

The general purposes of the Consortium are as follows:

- A. To provide leadership in the planning, management, stewardship, and resiliency of drinking water in the Region;
- B. To foster coordination in the Region by sharing knowledge, technical expertise, and resources between Participants;
- C. To serve as the central custodian for Consortium documents, data, and studies;
- D. To review and recommend revisions to the Plan, as appropriate;
- E. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants;
- F. To promote fiscal responsibility by pooling resources to achieve economies of scale;
- G. To allow for public participation in Consortium activities;
- H. To promote stewardship, emergency preparedness, and water conservation in the Region through outreach and education;
- I. To strengthen emergency preparedness and resiliency among water providers in the Region;
- J. To ensure safe and reliable drinking water is accessible to all.

Section 3. Strategic Plan

- A. The Consortium will maintain a strategic plan to guide its work, establish priorities, and set goals for the strategic planning timeline.
- B. The strategic plan will be updated at an interval set by the Board.

Section 4. Cooperation and Participants' Retained Powers

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

Section 5. Consortium Authority

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

- A. Adopt or revise Bylaws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium boards and committees, notice procedures, procedures for execution of binding legal documents, budgeting, and financial operations.
- B. Adopt or revise, and implement an annual work plan and budget and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- C. Update and adopt its strategic plan as set forth in Section 3.
- D. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as established in Section 7;
- E. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with Consortium purposes;
- F. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- G. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds, which may include utilizing the accounts and processes of Participants for such purposes under appropriate agreements;
- H. Execute public procurement contracts and enter into arrangements whereby Participants may enter into a public procurement contract on behalf of the Consortium;
- I. Execute intergovernmental agreements;
- J. Establish procedures or recommendations for the hiring, dismissal, and review of Managing Director, and to delegate such activities to a Participant;
- K. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;
- L. Establish procedures and criteria whereby other governmental entities may become a Participant in this Agreement;

- M. Establish a process to coordinate Participant response to water policy issues of mutual interest or concern;
- N. Establish procedures to solicit the views of the public on water supply and water resource issues within the purview of the Consortium;
- O. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- P. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- Q. Take other action within the powers specifically granted to the Consortium herein by the Participants to exercise the authority granted in this Section 5 and to carry out the purposes stated in Section 2.

Section 6. Participants

- A. Participant Memberships: A Participant may join as a Full Members or Associate Member in accordance with the definitions set forth in Section 1 and as further provided in the Bylaws.
- B. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7.F.
- C. Additional Participants: The Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in the Bylaws or may allow Participants to join on a case-by-case basis. Provided, however, that in all cases, no new Participant may join the Consortium without the affirmative vote of a majority of the Board.
- D. Withdrawal: Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. Unless otherwise approved by the Board, a withdrawing Participant shall have no ownership or interest in a Consortium asset after the date of withdrawal. Any Participant intending to withdraw from the Consortium shall make its best efforts to advise the Board Chair of that fact prior to February 1 and the approval of the Consortium budget for next fiscal year. Participants acknowledge that failure to notify the Consortium in accordance with these procedures may cause financial harm to the Consortium.

Section 7. Dues

- A. Each Participant shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
- B. The dues of each Participant shall be determined annually as follows:
 - 1. Total annual dues for all Participants shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C.
 - 2. Any grants or non-dues monies obtained by the Consortium may be applied towards the annual budget, thereby reducing the annual dues assessments commensurately.
 - 3. The Board shall establish the dues obligation of Associate Members at the time it approves an entity's membership and which amount is subject to any changes set forth in the Bylaws.
 - 4. The total annual dues of an Associate Member shall be subtracted from the total annual dues-based budget, described in subsection 7.B.1. leaving a budget number to be funded by Full Member dues. Dues shall be set so that the dues of each Full Member reflect its proportional share of that sum based on the following formula:
 - (a) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of the total number of all Participants' Retail Customer Accounts for the prior year;
 - (b) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of total average daily retail water use (in million gallons per day) in the prior year of all Participants.
- C. Minimum dues may be set by the Board to cover costs of adding a new Participant as outlined in the Bylaws.
- D. In-kind contributions may be made in lieu of dues if approved by the Board. In-kind contributions must be tracked and quantified.
- E. A Participant that fails to pay its assigned dues by September 1, or a time otherwise established by the Board pursuant to Section 7.A., may be removed by the Board as a Participant after two reminders are sent.

- F. Upon a majority vote of the Board, a removed Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its full dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining Participant, the Board shall add the dues payment to the existing budget for expenditure or carry over to the following year's budget.
- G. If a new Participant joins the Consortium during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:
 - 1. If a new Participant is a Full Member, its dues requirement will be calculated pursuant to Section 7.B.4.
 - 2. If a new Participant is an Associate Member, its dues will be determined as provided in Section 7.B.3.
 - 3. The initial year dues for a new Participant joining partway through a fiscal year will be pro-rated to reflect partial year membership if more than halfway through the fiscal year.
 - 4. New Participants joining at any time after September 1 shall pay their initial year's dues within 90 days of signing this Agreement.

Section 8. Work Plan and Budgeting

- A. Each year, at the first Board meeting of the calendar year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's annual work plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7 and a table apportioning the dues to each Participant.
- C. The budget may include special projects that will be funded by fewer than all of the Participants on a voluntary basis as outlined in Section 5.E.
- D. The Board may amend the budget and the work plan at any time as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditures.
- E. Participants shall provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning in a timely manner.

Section 9. Consortium Board

- A. The Board shall be made up of one member from the governing body of each Full Member. Each Participant shall also name an alternate Board representative from its governing body to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. Annually, the Board shall elect a Board Chair and a Vice Chair and appoint the Executive Committee members in accordance with the provisions in the Consortium Bylaws.
- C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) approve the Consortium's strategic plan; (3) set Consortium policy; (4) approve new Participants; (5) initiate updates to the Plan as needed; (6) approve minor amendments to the Plan; (7) recommend to Participants' governing bodies major amendments to the Plan; (8) recommend to Participants' governing bodies amendments to this Agreement; (9) adopt and update the Bylaws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- D. The Board shall have the authority to designate which amendments to the Plan are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- E. The Board may assign such duties or delegate such Board authority as the Board deems advisable to any Participant, Board committee, the Executive Committee, or to the Technical Committee, except that the Board may not delegate the authority (1) to execute intergovernmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.
- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

Section 10. Executive Committee

- A. The Consortium shall have an Executive Committee, which shall be appointed by the Board and consist of seven Board members, one of which shall be the Board Chair. The Board shall endeavor to appoint Executive Committee members in a manner that achieves geographic representation and representation from municipalities, special districts, and other types of entities that form the Consortium.

- B. The Board Chair shall be the Chair of the Executive Committee.
- C. The Executive Committee shall serve to assist the Board in more timely and meaningful policy action as outlined in the Bylaws.
- D. The Executive Committee shall at no time act on behalf of the Board unless specifically authorized by the Board to do so as provided in Section 9.E.
- E. Except for the Board Chair, the term for each Executive Committee member shall be two years, and individuals may serve consecutive terms if re-appointed.
- F. To be effective, Executive Committee actions must be approved by a vote of a majority of the Executive Committee at a meeting at which a simple majority of the Executive Committee is present.

Section 11. Technical Committee

- A. The Consortium shall have a Technical Committee, which shall be made up of one staff representative appointed by each Full Member. Each Full Member shall also appoint an alternate Technical Committee representative to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. On an annual basis, the Technical Committee shall elect a Chair and Vice Chair.
- C. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.E.
- D. The Technical Committee under the provisions of any agreement or contract to provide staff shall advise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.
- E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Technical Committee at a meeting at which a simple majority of the Technical Committee is present.

Section 12. Dispute Resolution

It is the intention of the Participants to limit the issues available for dispute resolution. The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual Participants may be raised.

Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through the Bylaws.

Section 13. Duration and Dissolution

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in Section 6.D. of this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board; (4) remaining funds shall be distributed in accordance with the Bylaws.

Section 14. Legal Liability

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board. The obligations of a Participant under this Section 13 shall survive that Participant's withdrawal from the Consortium, termination of this Agreement, or dissolution of the Consortium.

Section 15. Oregon Law and Forum

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 16. Public Notification

The Board, the Executive Committee, and the Technical Committee shall be deemed public bodies for purposes of Oregon's public meeting laws as provided by ORS Chapter 192. Other committees or sub-committees are subject to ORS Chapter 192 only as applicable.

Section 17. Agreement Amendment

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing body of every Participant.

Section 18. Indemnification

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, each Participant shall indemnify, defend, and hold harmless the Consortium and other Participants from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of the indemnifying Participant, their governing bodies, officers, employees, and agents in the performance of this Agreement.

Section 19. Severability

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.

Section 20. No Third-party Beneficiaries

The Participants are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

Section 21. Merger Clause

This Agreement constitutes the entire agreement between the Participants. No waiver, consent, modification or change of terms of this Agreement shall bind a Participant unless in writing and signed by the affected Participants. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 22. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The Participants agree that any Participant may execute this Agreement, including any Agreement amendments, by electronic means, including the use of electronic signatures.


AMENDED AND RESTATED REGIONAL WATER PROVIDERS CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the signatory hereby causes this agreement to be executed.

(Signatory page can be changed to fit specific adoption process)

SIGNATORY PARTY

City of Troutdale
Jurisdiction or Entity Name

By: 

Title: City Manager

Print Name: Ray Young

Contact Person: David Schaffer

Dated: February 29, 2024

Address: 219 E. Historic Columbia River Hwy.

Troutdale, OR 97060

Send signed agreement to Patty Burk patty.burk@portlandoregon.gov or mail to:

Portland Water Bureau
Attn: Patty Burk
1120 SW 5th Ave. Suite 405
Portland, OR 97204

D. Appendix D: How to Read Resource Typing Documents

Resource Typing Definitions

A resource typing definition document has the following sections, as shown in the example on the next page:

- Heading – Two lines listing the mission area and core capability the resource falls under
- Resource Name – The resource’s formal name
- Description – A brief summary of the resource’s purpose and capabilities
- Resource Category – The category the resource falls under
- Resource Kind – One of the prescribed kinds of resources (for example, Team or Equipment)
- Overall Function – A detailed description of the resource’s function
- Composition and Ordering Specifications – Additional information about the resource’s composition and what to consider before ordering the resource
- Component – The table header under which various resource capabilities appear, introducing rows of details including metrics and measures
- Typing Columns – The minimum capabilities required, type by type, with clarifying notes, if necessary
- Notes – Additional general information about the resource
- References – Related resources and guidance documents



Resource Name

Resource Typing Definition for Click or tap here to enter text.
Click or tap here to enter text.Heading listing Mission
Area and Core Capability

CLICK OR TAP HERE TO ENTER TEXT.

| | |
|---|--|
| DESCRIPTION | |
| RESOURCE CATEGORY | |
| RESOURCE KIND | |
| OVERALL FUNCTION | |
| COMPOSITION AND ORDERING SPECIFICATIONS | <ol style="list-style-type: none"> 1. Discuss logistics for this team, such as security, lodging, transportation, and meals, prior to deployment. 2. The team typically works 12 hours per shift, is self-sustainable for 72 hours, and is deployable up to 14 days. 3. |

Each type of resource builds on the qualifications of the type below it. For example, Type 1 qualifications include the qualifications in Type 2, plus an increase in capability. Type 1 is the highest qualification level.

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | NOTES |
|---|--------|--------|--------|--------|-------|
| MINIMUM PERSONNEL PER TEAM | | | | | |
| MANAGEMENT AND OVERSIGHT PERSONNEL PER TEAM | | | | | |
| SUPPORT PERSONNEL PER TEAM | | | | | |
| PERSONAL PROTECTIVE EQUIPMENT (PPE) PER TEAM MEMBER | | | | | |

SEPTEMBER 2017

DRAFT – PRE-DECISIONAL – DRAFT
CLICK OR TAP HERE TO ENTER TEXT.

1 OF 3

Components, including
the metric or measure,
and capability

Resource type (1–4 as needed)

Resource Typing Definition for Click or tap here to enter text.
Click or tap here to enter text.

NOTES

Notes or additional
information

Nationally typed resources represent associated component and capability.

REFERENCES

None

References of
related resources

Job Titles/Position Qualifications

A Job Title/Position Qualification document has the following sections, as shown in the example on the next page:

- Heading – Two lines listing the mission area and core capability the position falls under
- Position Name – The formal position name
- Resource Category – The category the position falls under
- Resource Kind – One of the prescribed kinds of resources (in this case, Personnel)
- Overall Function – A brief summary of the position’s purpose and capabilities
- Composition and Ordering Specifications – Additional information about the position’s composition and what to consider before ordering the position
- Component – The table header under which various resource capabilities appear
- Description – A detailed description of the position’s function
- Education – The minimum education necessary to serve in the position
- Training – The minimum training courses necessary to serve in the position
- Experience – The minimum prior experience necessary to serve in the position
- Physical/Medical Fitness – The minimum physical and medical fitness capabilities necessary to serve in the position
- Currency – The minimum level of participation in the position necessary to maintain qualification
- Professional and Technical Licenses and Certifications – Any licenses or certifications necessary to serve in the position
- Notes – Additional information about the resource
- References – Related resources and guidance documents



Position name

Resource Typing Definition for Click or tap here to enter text.
Click or tap here to enter text.Heading listing Mission
Area and Core Capability

CLICK OR TAP HERE TO ENTER TEXT

| | |
|---|----|
| RESOURCE CATEGORY | |
| RESOURCE KIND | |
| OVERALL FUNCTION | |
| COMPOSITION AND ORDERING SPECIFICATIONS | 1. |

Each type of resource builds on the qualifications of the type below it. For example, Type 1 qualifications include the qualifications in Type 2, plus an increase in capability. Type 1 is the highest qualification level.

| COMPONENT | TYPE 1 | TYPE 2 | NOTES |
|----------------------------|--------|--------|-------|
| DESCRIPTION | | | |
| EDUCATION | | | |
| TRAINING | | | |
| EXPERIENCE | | | |
| PHYSICAL / MEDICAL FITNESS | | | |
| CURRENCY | | | |

SEPTEMBER 2017
FEMA-509-v20170717

DRAFT – PRE-DECISIONAL – DRAFT
CLICK OR TAP HERE TO ENTER TEXT.

1 OF 3

Resource Typing Definition for Click or tap here to enter text.
Click or tap here to enter text.

| COMPONENT | TYPE 1 | TYPE 2 | NOTES |
|--|--------|--------|-------|
| PROFESSIONAL AND TECHNICAL LICENSES AND CERTIFICATIONS | | | |

Resource Typing Definition for Click or tap here to enter text.
Click or tap here to enter text.

NOTES

Notes or additional
information

Nationally typed resources represent associated component and capability.

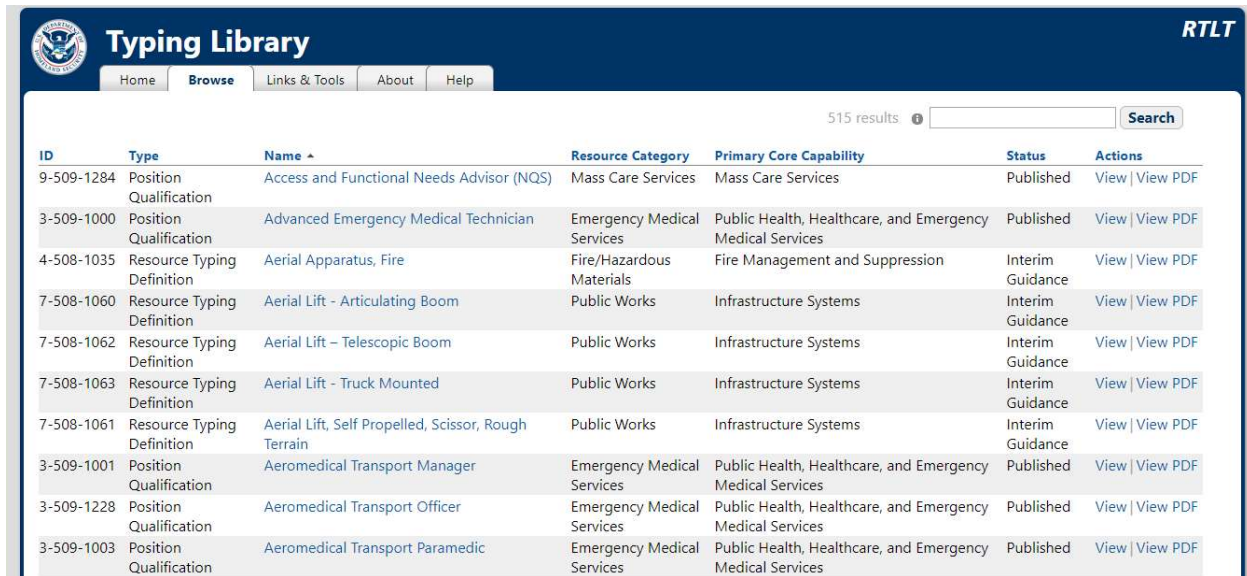
REFERENCES

None

References of
related resources

How to Identify the Type of a Resource

To match a resource to its proper type, first locate the relevant resource typing definition in the RTLT.



The screenshot shows the FEMA Typing Library (RTLT) interface. At the top, there is a navigation bar with the FEMA logo, the title 'Typing Library', and the acronym 'RTLT'. Below the navigation bar, there are tabs for 'Home', 'Browse', 'Links & Tools', 'About', and 'Help'. A search bar indicates '515 results' and has a 'Search' button. The main content area displays a table of resource typing definitions.

| ID | Type | Name ^ | Resource Category | Primary Core Capability | Status | Actions |
|------------|----------------------------|---|----------------------------|---|------------------|---|
| 9-509-1284 | Position Qualification | Access and Functional Needs Advisor (NQS) | Mass Care Services | Mass Care Services | Published | View View PDF |
| 3-509-1000 | Position Qualification | Advanced Emergency Medical Technician | Emergency Medical Services | Public Health, Healthcare, and Emergency Medical Services | Published | View View PDF |
| 4-508-1035 | Resource Typing Definition | Aerial Apparatus, Fire | Fire/Hazardous Materials | Fire Management and Suppression | Interim Guidance | View View PDF |
| 7-508-1060 | Resource Typing Definition | Aerial Lift - Articulating Boom | Public Works | Infrastructure Systems | Interim Guidance | View View PDF |
| 7-508-1062 | Resource Typing Definition | Aerial Lift - Telescopic Boom | Public Works | Infrastructure Systems | Interim Guidance | View View PDF |
| 7-508-1063 | Resource Typing Definition | Aerial Lift - Truck Mounted | Public Works | Infrastructure Systems | Interim Guidance | View View PDF |
| 7-508-1061 | Resource Typing Definition | Aerial Lift, Self Propelled, Scissor, Rough Terrain | Public Works | Infrastructure Systems | Interim Guidance | View View PDF |
| 3-509-1001 | Position Qualification | Aeromedical Transport Manager | Emergency Medical Services | Public Health, Healthcare, and Emergency Medical Services | Published | View View PDF |
| 3-509-1228 | Position Qualification | Aeromedical Transport Officer | Emergency Medical Services | Public Health, Healthcare, and Emergency Medical Services | Published | View View PDF |
| 3-509-1003 | Position Qualification | Aeromedical Transport Paramedic | Emergency Medical Services | Public Health, Healthcare, and Emergency Medical Services | Published | View View PDF |

Find the resource's characteristics and components. Next, compare the capabilities of the resource with the requirements for the lowest type listed in the resource typing definition. (Remember that if the document lists multiple types, Type 1 is the highest.) If the resource meets or exceeds all of the requirements of the lowest type, then evaluate it against the next higher type, and so on. If the resource exceeds the minimum capabilities for one type but does not meet the minimum capabilities of the next type, then the resource belongs at the lower type. An example of how to perform this process follows.

Example: Determining the Type of a Fire Engine

A jurisdiction is seeking to determine the appropriate type for its pumper fire engine. The jurisdiction's pumper has the following specifications:

- Pump capacity: 1,000 gallons per minute (GPM)
- Tank capacity: 800 gallons
- 2.5-inch hose: 1,000 feet
- 1.5-inch hose: 100 feet
- 1-inch hose: 800 feet
- Personnel per engine: 3

The jurisdiction begins by comparing the resource with the minimum requirements for the lowest type given in the definition. In this example, Type 4 is the lowest type for an Engine, Fire Pumper:

EXAMPLE: ENGINE, FIRE PUMPER

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | Jurisdiction's Engine to be typed |
|--------------------------|-----------|----------|---------------|---------------|-----------------------------------|
| PUMP CAPACITY PER ENGINE | 1,000 GPM | 500 GPM | 120 GPM | 70 GPM | Pump Capacity: 1000 GPM |
| TANK CAPACITY PER ENGINE | 400 Gal | 400 Gal | 500 Gal | 750 Gal | Tank: 800 Gal |
| 2.5 INCH HOSE PER ENGINE | 1,200 ft | 1,000 ft | Not Specified | Not Specified | 2.5 Inch Hose: 1000 ft |
| 1.5 INCH HOSE PER ENGINE | 400 ft | 500 ft | 1000 ft | 300 ft | 1.5 Inch Hose: 1000 ft |
| 1 INCH HOSE PER ENGINE | 200 ft | 300 ft | 800 ft | 300 ft | 1 Inch Hose: 800 ft |
| PERSONNEL PER ENGINE | 4 | 3 | 3 | 2 | Personnel Per: 3 |

Next, the jurisdiction compares the resource with the minimum requirements for a Type 3 engine:

EXAMPLE: ENGINE, FIRE PUMPER

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | Jurisdiction's Engine to be typed |
|--------------------------|-----------|----------|---------------|---------------|-----------------------------------|
| PUMP CAPACITY PER ENGINE | 1,000 GPM | 500 GPM | 120 GPM | 70 GPM | Pump Capacity: 1000 GPM |
| TANK CAPACITY PER ENGINE | 400 Gal | 400 Gal | 500 Gal | 750 Gal | Tank: 800 Gal |
| 2.5 INCH HOSE PER ENGINE | 1,200 ft | 1,000 ft | Not Specified | Not Specified | 2.5 Inch Hose: 1000 ft |
| 1.5 INCH HOSE PER ENGINE | 400 ft | 500 ft | 1000 ft | 300 ft | 1.5 Inch Hose: 1000 ft |
| 1 INCH HOSE PER ENGINE | 200 ft | 300 ft | 800 ft | 300 ft | 1 Inch Hose: 800 ft |
| PERSONNEL PER ENGINE | 4 | 3 | 3 | 2 | Personnel Per: 3 |

Now the jurisdiction compares the resource with the minimum requirements for a Type 2 engine:

EXAMPLE: ENGINE, FIRE PUMPER

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | Jurisdiction's Engine to be typed |
|--------------------------|-----------|----------|---------------|---------------|-----------------------------------|
| PUMP CAPACITY PER ENGINE | 1,000 GPM | 500 GPM | 120 GPM | 70 GPM | Pump Capacity: 1000 GPM |
| TANK CAPACITY PER ENGINE | 400 Gal | 400 Gal | 500 Gal | 750 Gal | Tank: 800 Gal |
| 2.5 INCH HOSE PER ENGINE | 1,200 ft | 1,000 ft | Not Specified | Not Specified | 2.5 Inch Hose: 1000 ft |
| 1.5 INCH HOSE PER ENGINE | 400 ft | 500 ft | 1000 ft | 300 ft | 1.5 Inch Hose: 1000 ft |
| 1 INCH HOSE PER ENGINE | 200 ft | 300 ft | 800 ft | 300 ft | 1 Inch Hose: 800 ft |
| PERSONNEL PER ENGINE | 4 | 3 | 3 | 2 | Personnel Per: 3 |

Finally, the jurisdiction compares the resource with the minimum requirements for a Type 1 engine:

EXAMPLE: ENGINE, FIRE PUMPER

| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 | Jurisdiction's Engine to be typed |
|--------------------------|-----------|----------|---------------|---------------|-----------------------------------|
| PUMP CAPACITY PER ENGINE | 1,000 GPM | 500 GPM | 120 GPM | 70 GPM | Pump Capacity: 1000 GPM |
| TANK CAPACITY PER ENGINE | 400 Gal | 400 Gal | 500 Gal | 750 Gal | Tank: 800 Gal |
| 2.5 INCH HOSE PER ENGINE | 1,200 ft | 1,000 ft | Not Specified | Not Specified | 2.5 Inch Hose: 1000 ft |
| 1.5 INCH HOSE PER ENGINE | 400 ft | 500 ft | 1000 ft | 300 ft | 1.5 Inch Hose: 1000 ft |
| 1 INCH HOSE PER ENGINE | 200 ft | 300 ft | 800 ft | 300 ft | 1 Inch Hose: 800 ft |
| PERSONNEL PER ENGINE | 4 | 3 | 3 | 2 | Personnel Per: 3 |

This resource does not qualify as a Type 1 Engine, Fire Pumper because it does not meet the minimum requirements for all capabilities. **Therefore, the jurisdiction should inventory this resource as a Type 2 Engine, Fire Pumper.**

EXAMPLE: ENGINE, FIRE PUMPER

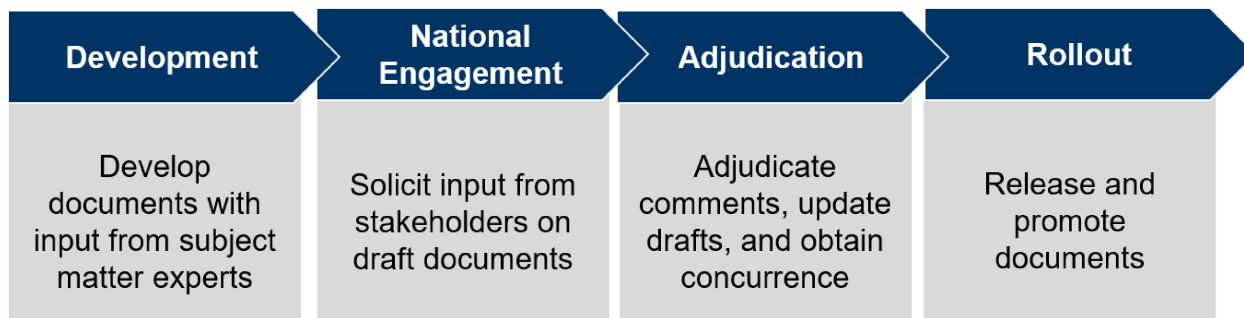
| COMPONENT | TYPE 1 | TYPE 2 | TYPE 3 | TYPE 4 |
|--------------------------|-----------|----------|---------------|---------------|
| PUMP CAPACITY PER ENGINE | 1,000 GPM | 500 GPM | 120 GPM | 70 GPM |
| TANK CAPACITY PER ENGINE | 400 Gal | 400 Gal | 500 Gal | 750 Gal |
| 2.5 INCH HOSE PER ENGINE | 1,200 ft | 1,000 ft | Not Specified | Not Specified |
| 1.5 INCH HOSE PER ENGINE | 400 ft | 500 ft | 1000 ft | 300 ft |
| 1 INCH HOSE PER ENGINE | 200 ft | 300 ft | 800 ft | 300 ft |
| PERSONNEL PER ENGINE | 4 | 3 | 3 | 2 |

| Jurisdiction's Engine to be typed |
|-----------------------------------|
| Pump Capacity: 1000 GPM |
| Tank: 800 Gal |
| 2.5 Inch Hose: 1000 ft |
| 1.5 Inch Hose: 1000 ft |
| 1 Inch Hose: 800 ft |
| Personnel Per: 3 |

E. Appendix E: How to Create Resource Typing Definitions

FEMA Resource Typing Definitions

FEMA's NIC uses a four-step process to develop resource typing definition documents and Job Title/Position Qualification documents.



In the Development phase, the NIC identifies a working group of subject matter experts and stakeholders to inform the development of draft documents describing the minimum capabilities. The working group meets regularly to discuss minimum capabilities as it supports FEMA in the creation of the initial draft documents.

During the National Engagement phase, the documents are released to the public for a 30-day comment period. Stakeholders can provide recommended changes, updates and edits to the documents. This process helps validate the contents of the documents and ensures the documents represent a national minimum.

In the Adjudication phase, NIC staff review the public comments received during National Engagement and update the documents where appropriate. Staff then place the documents in the concurrence process for leadership approval.

Finally, in the Rollout phase, the NIC releases the approved documents for publication. Jurisdictions can then use the documents to help manage resources.

Jurisdictional Resource Typing Definitions

If FEMA does not have an established resource typing definition for a resource that a jurisdiction uses and shares, the jurisdiction may develop its own resource typing definition using the process outlined above. Jurisdiction staff should involve subject-matter experts and stakeholders to help define minimum capabilities for the resource. They should also invite additional stakeholders to review the document and provide input to validate the minimum capabilities before publication. The jurisdiction should share the new resource typing definition with FEMA and mutual aid partners to promote common language and understanding of the resource's capabilities and to facilitate planning and future resource sharing. FEMA may consider adding the new resource type to the NIMS resource typing definitions.

When creating a jurisdictional resource typing definition, the jurisdiction should consider the following:

- **Resource typing definitions apply to deployable resources:** The point of typing resources is to ensure that resource providers and requestors have consistent expectations of a resource's capability levels. If the resource will not support incident operations outside its own jurisdiction, typing the resource may not be beneficial.
- **Focus on capabilities:** Resource typing definitions are intended to be guidelines for minimum capabilities. In most cases, resource typing definitions distinguish types based on capabilities rather than other factors, such as quantities, capacity, or other characteristics.
- **Do not create resource typing definitions that conflict with NIMS resource typing definitions:** NIMS resource typing definitions are flexible enough that jurisdictions can typically manage their resources as necessary without creating new resource types. Creating new resource types that conflict with NIMS resource typing definitions undermines the value of the standardized national system. Jurisdictions can create new resource typing definitions only if they do not conflict with NIMS definitions.
- **Resource typing definitions are not laws:** Resource typing definitions have no legal authority. Resource typing definitions simply attempt to standardize resources nationally to allow seamless integration across organizational boundaries. Under no circumstances should resource typing definitions carry the weight of law. State, local, tribal, territorial and Federal statutes always take precedence.

Jurisdictions can use IRIS to create jurisdictional resource typing definitions. Users can publish these jurisdictional resource typing definitions within IRIS and then add inventories under the new jurisdictional resource typing definition. Templates for creating jurisdictional resource typing definitions are also available at <https://www.fema.gov/resource-management-mutual-aid>. Stakeholders may customize the resource typing templates with jurisdiction logos and organization names, but using the FEMA logo is prohibited. Stakeholders cannot use government trademarks or government agency logos without permission.

If a jurisdiction creates a jurisdictional resource typing definition, the jurisdiction can submit the document to FEMA by sending it to the NIMS inbox: FEMA-NIMS@fema.dhs.gov. FEMA regularly reviews information about resource requests and use through mutual aid to determine new resources to type. FEMA considers jurisdictional resource typing definitions as potential future NIMS resource types.



ATTACHMENT 1 ORCAA REQUEST FORM (ORF)

Oregon Resource Coordination Assistance Agreement (ORCAA) Request Form (ORF)

OERS # + ORCAA Tracking #

Event Name

Date and Time of Request

☐ Check if Verbal

Requesting Participant

Name

Title

Organization

Contact Information

Responding Participant

Name

Title

Organization

Contact Information

Resource Request (use one form per resource type)

Size

Amount/Quantity

Location and person(s) to report/deliver to and contact information

Type of resource(s)

Time to report/deliver and duration of assignment

Assignment Details

Incident Description

Other mission critical information

Operating environment/conditions

Required licenses, credentials, etc

Resources Offered

Size

Amount/Quantity

Location and person(s) to report/deliver to and contact information

Type of resource(s)

Time reporting/delivering and duration available

Offer Details

Estimated cost of fulfilling request (See attached ORF Cost Worksheet)

Logistical requirements and estimated travel time

Agreement

An authorized offer of assistance accepted by an officer or designee of the requesting participant constitutes an agreement under ORCAA. If reimbursement is expected, the requesting participant agrees to reimburse associated eligible costs as agreed. The authorized signatures below reflect the agreement.

Signature of Authorized Requesting Participant and Date:

Signature of Authorized Responding Participant and Date: