



CITY OF SWEET HOME CITY COUNCIL AGENDA

October 25, 2022, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 1-971-203-2871 Meeting ID: 226 531 982

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Consent Agenda:

- a) Approval of Minutes:
 - i) [2022-10-11 City Council Meeting](#)

IV. Recognition of Visitors and Hearing of Petitions:

- a) Presentation - Government Portfolio Advisors
- b) Presentation - Grove, Mueller, and Swank - FY 21-22 Audit

V. Old Business:

VI. New Business:

- a) [Request for Council Action - Conditional Use Application CU22-12](#)
- b) [Request for Council Action – Authorization for Newly Created Position and Updated Salary Schedule.](#)
- c) [Request for Council Action - Regional Disaster Preparedness Planning Services Contract](#)

VII. Ordinance Bills

VIII. Reports of Committees:

- Ad Hoc Committee on Health
- Administrative and Finance/Property

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.

Area Commission on Transportation

Chamber of Commerce

Charter Review Committee

Council of Governments

Legislative Committee

Library Advisory Board

Park and Tree Committee

Solid Waste Advisory Council

Youth Advisory Council

IX. Reports of City Officials:

Mayor's Report

City Manager's Report

X. Department Director's Reports (2nd meeting of the Month)

Finance Director

Police Department Monthly Report

i) [Monthly Department Report - September 2022](#)

City Attorney

XI. Council Business for Good of the Order

XII Adjournment



CITY OF SWEET HOME CITY COUNCIL MINUTES

October 11, 2022, 6:30 PM
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Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM.

Roll Call

PRESENT

Mayor Greg Mahler
President Pro Tem Diane Gerson
Councilor Dave Trask
Councilor Lisa Gourley
Councilor Susan Coleman
Councilor Angelita Sanchez
Councilor Dylan Richards

MEDIA

Benny Westcott, The New Era

STAFF

City Manager Kelcey Young
Community and Economic Development Director Blair Larsen
Public Works Director Greg Springman
Library Services Director Megan Dazey
Administrative Services Manager Julie Fisher
Interim Police Chief Jason Ogden
City Attorney Robert Snyder

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.

Consent Agenda:

Motion to approve the Consent Agenda by Councilor Coleman, Seconded by Councilor Richards.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

Approval of Minutes:

- a) 2022-09-13 City Council Meeting Minutes
- b) 2022-09-27 City Council Minutes - ES
- c) 2022-09-27 City Council Minutes

Recognition of Visitors and Hearing of Petitions:

City Manager Kelcey Young presented a City of Sweet Home Challenge Coin to both Angela Clegg and Sean Hegge for their efforts in planning and overseeing the Annual Harvest Festival. The Harvest Festival has grown to an event with thousands of community members attending. The event is free to the public and offered horse drawn carriage rides, tree climbing, pie and chili contest, and live music.

City Manager Young reported on the specific efforts from Sean Hegge and Angela Clegg which made the event extremely successful.

Old Business:

- a) **INFORMATION ONLY: FAC Managed Outreach and Community Resource Facility Update**
Community and Economic Development Director Blair Larsen gave an update on the FAC Facility. Fencing is almost complete. There is power to the site and an agreement has been made with Pacific Power to provide service. The high school students are creating additional huts. The Annex building has not yet moved, but will be soon. The moving of the modular building has been the biggest hold up for the site build. Draft rules are in place for the site. The policy board will meet this week.

New Business:

- a) **Mountain Fir Right-of-Way Dedication**

Community and Economic Development Director Blair Larsen presented the request from Mosaic for dedication of Mountain Fir to the City. Staff has made some recommendations prior to the dedication.

Jeremy Schoenfelder with Mosaic, explained public access is necessary for future subdivision and construction of cottages similar to the existing houses at the assisted living facility.

There were questions from Council on maintenance cost and sidewalk improvement. CEDD Larsen stated the System Development Charges would far exceed the cost of maintenance of the street. A development agreement would be entered into for the future development of a sidewalk.

Motion made to approve the Mountain Fir Right-of-Way Dedication by Councilor Coleman, Seconded by Councilor Richards.

Voting Yea: Mayor Mahler, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

Voting Abstaining: President Pro Tem Gerson

b) Request for Council Action - Rio Theater OLCC Liquor License Application

Interim Chief of Police Jason Ogden presented the OLCC license request for the Rio Theater. Interim Chief presented the Council with information regarding number of drinks served and areas alcohol would be allowed.

Motion made to recommend approval of the OLC License by Councilor Sanchez, Seconded by Councilor Richards.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Sanchez, Councilor Richards

Voting Nay: Councilor Gourley

Voting Abstaining: Councilor Coleman

c) ODOT Rail and Public Transit Division Oregon Department of Transportation

City Manager Kelcey Young presented the request to accept ODOT Agreement 35384. The City acts as a passthrough for the Sweet Home Dial A Bus program and ODOT.

Motion made to accept the ODOT Grant Agreement 35384 by Councilor Coleman, Seconded by Councilor Richards.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

Ordinance Bills

None

Reports of Committees:

No Reports

Reports of City Officials:

Mayor's Report

No Report.

City Manager's Report

City Manager Kelcey Young reported the audit will be presented at the next meeting.

City Manager Young stated Council and staff have been very welcoming.

Department Director's Reports (1st meeting of the Month)

Library Services Director

A written report was included in the packet.

- a) Monthly Library Report - September 2022

Community and Economic Development Director

A written report was included in the packet.

- a) Community & Economic Development Department Monthly Report for September, 2022

Public Works Director

A written report was included in the packet.

- a) Monthly Report
- b) Mahler WRF Improvement Project Monthly Report

City Attorney

No Report.

Council Business for Good of the Order

Councilor Susan Coleman announced Nov 9, 2022 at 5:30 PM - 7PM, the Sweet Home Community Foundation will be hosting a meet and greet for all of the new leaders throughout the community.

Councilor Angelita Sanchez reported a concern of traffic speeds inside the work zones on Hwy 20. She noted an officer was parked by Dollar Tree on day and the speeds were reduced. Interim Chief Odgen stated he will meet with the department to see what they can do to mitigate speeding traffic.

Councilor Gerson asked if the issues at the WWTP have improved. Public Works Director Springman stated yes, the odors have gone, and the bug life has returned. The plant is doing well.

Adjournment

The meeting adjourned at 7:12 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Northside Park Application CU22-12

Preferred Agenda: October 11, 2022

Submitted By: Angela Clegg, Associate Planner

Reviewed By: Blair Larsen, CEDD Director

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: SHMC 17.24.030(H), 17.80.060(A)

Towards Council Goal: Goal 1.2. Increase community awareness of infrastructure needs and appropriate planning documents.

Attachments: CU22-12 Application

Purpose of this RCA:

The purpose of this RCA is to sign the Conditional Use application CU22-12. The subject property is in the Residential Low Density (R-1) Zone. The City does not currently have a Public Zone, so the City classifies public parks as Community Centers. Per SHMC 17.24.030(D) a Community Center is allowed via a Conditional Use. A new Conditional Use application shall be processed if a proposed change results in a change to lot or parcel boundaries and if there is an increase in the amount of operational activity (SHMC 17.80.060(A)(3) and (5)). Northside Park is an existing park in the Residential Low Density (R-1) Zone. The applicant (the City of Sweet Home) is proposing property line adjustments to combine five tax lots into one tax lot. The City is also proposing future upgrades to the park.

Background/Context:

Under SHMC 17.24.030(D) a Community Center is allowed via a Conditional Use in the Residential Low Density (R-1) zone. Application PLA22-11, PLA22-12, PLA22-13, PLA-14, and PLA22-15 were noticed on September 26, 2022. The property line adjustments are being completed to combine five tax lots into one and to allow for future improvements. SHMC 17.80.060(A)(3) and (5) states that a new Conditional Use application shall be processed if a proposed change results in a change to lot or parcel boundaries and if there is an increase in the amount of operational activity. The Northside Park project includes both an increase in operational activity, and a change to lot boundaries, and will, therefore, require a Conditional Use Permit.

The Challenge/Problem:

How does the City proceed with the property line adjustments and future improvements and comply with City Code?

Stakeholders:

- City of Sweet Home Residents – The improvements to Northside Park will provide new amenities and safety features to the park.
- City of Sweet Home – The property line adjustments will allow the city to correct inaccurate deed descriptions, apply for permits, and make improvements to the park.

Issues and Financial Impacts:

While the overall project includes many financial impacts, this particular application involves only staff time and public notice requirements.

Elements of a Stable Solution:

A stable solution is one in which a decision on the application is made and signed.

Options:

1. Do Nothing – staff would withdraw the application.
2. Authorize the City Manager or Designee to sign the application CU22-12.

Recommendation:

Staff Recommends Option 2: Authorize the City Manager or Designee to sign the application CU22-12.



City of Sweet Home
 Community and Economic Development Department- Planning Program
 3225 Main Street, Sweet Home, OR 97386 541-367-8113

Application for a Conditional Use Permit

Date Received: 09.22.22
 Date Complete: _____
 File Number: CU22-12
 Application Fee \$: 0
 Receipt #: _____
 Hearing Date: 10.25.22

Applicant's Name:
 The City of Sweet Home

Property Owner:
 The City of Sweet Home

Applicant's Address:
 3225 Main Street, Sweet Home, OR 97386

Owner's Address:
 3225 Main Street, Sweet Home, OR 97386

Applicant's Phone and e-mail:
 541-367-8113, aclegg@sweethomeor.gov

Owner's Phone and email:
 541-367-8113, aclegg@sweethomeor.gov

Subject Property Address:
 1712 and 1780 11th Avenue, Sweet Home, OR 97386

Subject Property Assessor's Map and Tax Lot:
 13S01E31AB 2300, 1500, 8100, 8000, 1301, 1201

Subject Property Size:
 152,611 square feet (With the approval of Applications PLA22-11, PLA22-12, PLA22-13, PLA22-14, PLA22-15)

Subject Property: Zoning Classification
 Residential Low Density (R-1)

Comprehensive Plan Classification:
 Residential Low Density (R-1)

Nature of Applicants Request

Narrative describing the proposed use: Brief Description on this form and attach extra sheets if needed.
 Residential Park currently broken up into 5 parcels. The City would like to combine the parcels into one tax lot. A Conditional Use application is required per SHMC 17.24.030(P) and 17.80.060(A)(5)

Impacts on the neighborhood: Include traffic, parking, noise, odor, dust or other impacts. Brief Description on this form.
 There will be no impacts to the neighborhood.

Submittal Requirements

The checklist on the other side of this application lists the required items must be submitted with this application and the Criteria the request must meet. Please address all items that apply to this request.

I certify that the statements contained on this application, along with the submitted materials, are in all respects true and are correct to the best of my knowledge and belief.

Applicant's Signature:

Date:

Property Owner's Signature:

Date:

Within 30 days following the filing of this application, the City Planner will make a determination of completeness regarding the application. If deemed complete, the application will be processed.

SHMC 17.80.030 APPLICATION REQUIREMENTS

An application for a Conditional Use must meet the submittal requirements and the decision criteria noted below.

- 1. A site plan drawn to scale showing the dimensions and arrangement of the proposed development on the subject lot;
- 2. Narrative describing the proposed use and the impacts on the neighborhood;
- 3. For commercial activities, a proposed plan of business operation;
- 4. Off street parking and on-site circulation plans for vehicles, bicycles, and pedestrians;
- 5. The location and dimensions of entrances and exits;
- 6. A Traffic Impact Study, if required by the City Engineer and the City Planner;
- 7. Landscape plans;
- 8. A signage plan, if applicable;
- 9. Drawings of the exterior for new buildings;
- 10. Photographs of existing buildings if no changes are to be made to the exterior of the building.

SHMC17.80.040 CONDITIONAL USE CRITERIA.

The criteria that will be used in approving, approving with conditions, or denying an application, or to enlarge or alter a conditional use, will be based on findings with respect to each of the following standards and criteria.


- A. The request complies with the requirements of the underlying zone or overlay zone, city codes, state and federal laws.
- B. The site size, dimensions, location, topography and access are adequate for the needs of the proposed use, considering, but not limited to, the following:
 - 1. Building size
 - 2. Parking
 - 3. Traffic
 - 4. Noise
 - 5. Vibration
 - 6. Exhaust and emissions
 - 7. Light and glare
 - 8. Erosion
 - 9. Odor
 - 10. Dust
 - 11. Visibility
 - 12. Safety
 - 13. Building, landscaping or street features
- C. Any negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other code standards, or other reasonable conditions of approval that include but are not limited to those listed in this chapter.
- D. All required public facilities have adequate capacity, as determined by the city, to serve the proposed use.
- E. Home occupations must meet the following standards:
 - 1. The home occupation shall be secondary to the residential use.
 - 2. All aspects of the home occupation shall be contained and conducted within a completely enclosing building.
 - 3. No materials or mechanical equipment shall be used which are detrimental to residential use of the dwelling or nearby dwellings because of vibration, noise, dust, smoke, odor, interference with the electrical grid, radio or television reception or other similar factors.
 - 4. Vehicles related to the home occupation shall be parked in a manner so as to not block any driveway or impede the safe flow of traffic
- F. Marijuana facilities must be located in a fixed location. No temporary or mobile sites of any sort are allowed.
- G. Marijuana facilities may not have any drive-up services.
- H. Marijuana facilities must be located at least 1,000 feet from the property boundary of any school.
- I. Marijuana facilities must be sited on a property so as to be at least 100 feet from the boundary of any residentially zoned property.

Northside Park
Properties Post PLA Approval
CU22-12

Legend

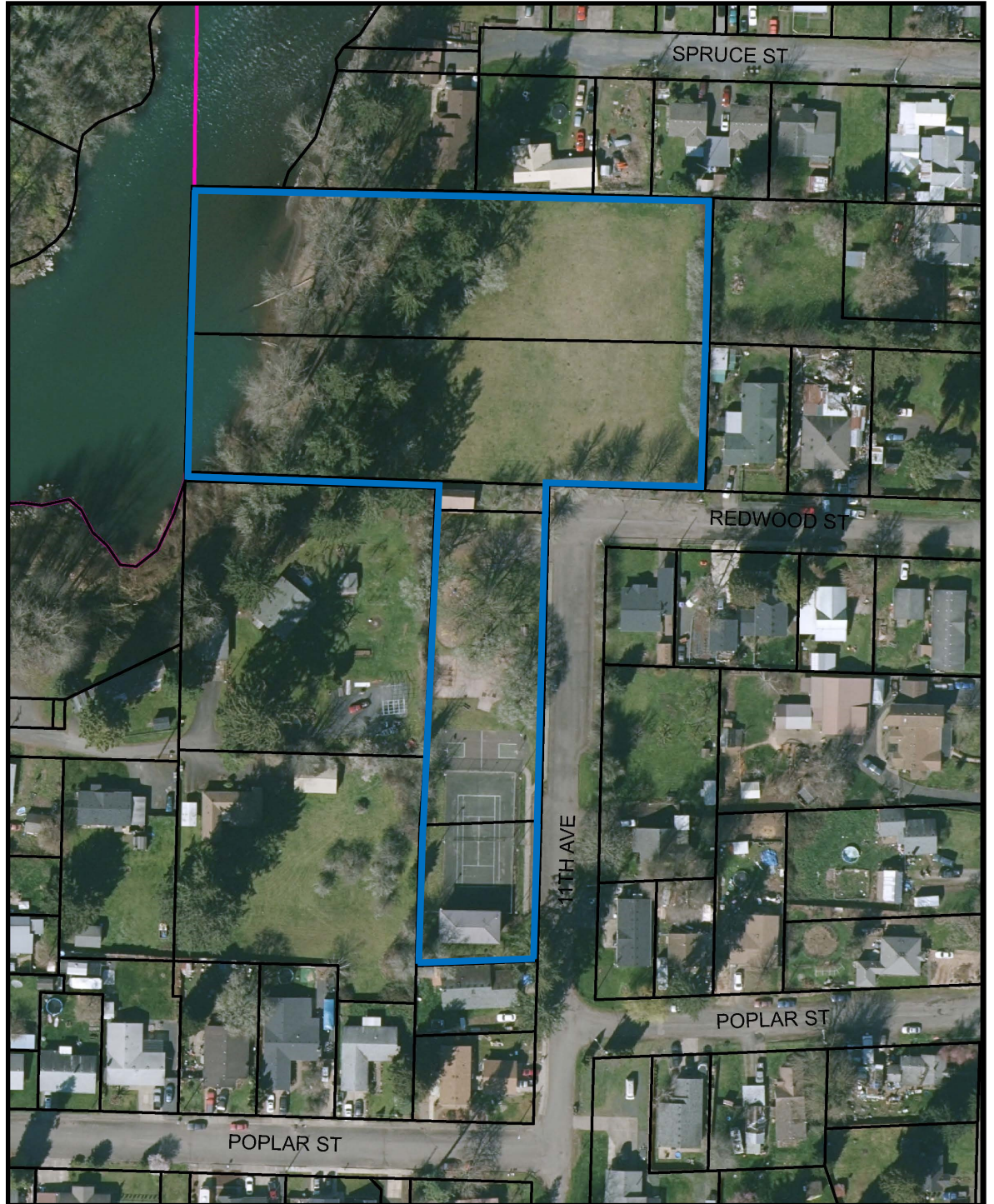
 Tax lots

PIN

 Park Boundary post
Property Line Adjustment approvals



1 inch = 600 feet





REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Authorization for Newly Created Position and Updated Salary Schedule.

Preferred Agenda: October 25, 2022

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Christy Wurster, City Manager

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: Sweet Home City Charter

Towards Council Goal: **BE AN EFFECTIVE AND EFFICIENT GOVERNMENT**

1. Update and streamline processes
2. Develop continuity in planning and permitting processes.
3. Invest in long-term staff stability & training.
4. Develop transparency in all communication.
5. Continue to implement financial “best” practices
6. Employ sound technology to maximize efficiency.

Attachments: Resolution No. 31 for 2022
Draft Communications Manager Job Description

Purpose of this RCA:

Council consideration for approval of newly created position of Communications Manager and updated salary schedule.

Background/Context:

City Council serves as the authority to approve new positions for the City’s pay plan and compensation system. Below is the job summary and salary range for the newly created position. This position is not currently included in the compensation plan and therefore require Council approval.

The Communications Manager will be responsible for all aspects of citywide communication (much like the current Communications Specialist), but in addition will provide support with technical problems and issues; meeting support; and provides technical support to employees regarding the use of computers, networks, hardware, and software.

Due to the decision-making responsibilities and confidential information, this position will be an exempt, non-represented position, and serve as part of the Executive Team reporting to the City Manager. The Communications Manager will play an important role during Emergency Response and be the direct contact and spokesperson for external communication.

Staff believes the creation of the Communications Manager position will fill the role of the Communications Specialist and internal IT, both of which are vitality important to operations.

The Challenge/Problem:

Developing a position that fits the needs of the City’s communication efforts as well as providing internal IT services.

Stakeholders:

- Community – Communication is vital for transparency and public involvement. This position will be responsible for all citywide communication to the public via the City’s website, social media, and coordination with organizations to promote events.
- Staff – There is a need for internal IT services to keep staff computers, printers, phones, and radios updated and functioning.
- Council – Council support for online meetings, monitoring public participation, and microphone and camera operations have become an important part of public meetings.

Issues and Financial Impacts:

The cost of the position is a budgeted item.

Salary: Monthly Rate: \$4, 653 - \$5,444 or annual salary of \$55,836 - \$66,328

Staff has researched like positions from comparable cities. Although not every city has a similar position. The following are examples of salary schedules for IT or communication position.

City of Independence: Communications Coordinator:	Monthly \$3,990.61 - \$5,347.80
City of Sweet Home: Communications Manager (DRAFT)	Monthly \$4,653.00 - \$5,444.00
City of Fairview: Information Systems Coordinator:	Monthly \$4,808.00 - \$6,136.00
City of Independence: IT Manager:	Monthly \$6,500.29 - \$8,711.02
City of Lebanon: IT Director Salary:	Monthly \$7,832.00 - \$10,401.00

Elements of a Stable Solution:

The City Council has identified priorities in communication. Hiring personnel to fill the newly created position will assist in implementing these priorities.

Options:

1. Option #1 – Do nothing. The position will not be created or filled.
2. Option #2 – Not approve the new position of Communications Manager or the salary schedule and director staff with amendments to bring back to Council.
3. Option #3 – Approve the position of Communications Manager and approval of Resolution No. 31 for 2022 by motion.

Recommendation:

Option #3 – Make a motion to approve the position of Communications Manager and approval of Resolution No. 31 for 2022.



Effective: October 5, 2022
City of Sweet Home
Communications Specialist
Job Description
FLSA Exempt
Non-Represented
Approved by: _____

COMMUNICATIONS MANAGER

The City of Sweet Home values trustworthy employees with a positive attitude who are willing to offer great service, are committed to customer satisfaction and actively support and uphold the City's mission and values. Professionalism, tact, and strong interpersonal skills are important to be an effective and efficient team member. Day to day responsibilities are unique to each role but contribute to a common direction and a collaborative work environment. Regular attendance is essential for continuity, productivity and success. Practicing good judgement which exemplifies integrity is essential. Employees are to be responsible and accountable for their work and treat others in a respectful and supportive manner. The City encourages employees to develop themselves professionally and personally.

A. SUMMARY:

This position oversees and implements public information and communications efforts, performs projects such as documentation of work processes, policy, financial or demographic studies, surveys, analysis and research. The Communications Manager will provide support with technical problems and issues; meeting support; and provides technical support to employees regarding the use of computers, networks, hardware and software. Serves as a member of the City's management team. This role requires excellent problem-solving skills and thorough knowledge of network administration and architecture.

B. SUPERVISION RECEIVED AND EXERCISED:

Work is performed under the general guidance of the City Manager. The employee works independently in administering a complex area of responsibility and confers with supervisor for professional advice. Work is accomplished within a broad framework, with authority and responsibility in area of service. Periodic reviews of work performance are conducted in terms of expected results.

C. EXAMPLES OF DUTIES: The duties listed here are intended for illustration. The omission of any assignment does not exclude it from the position.

1. Plans, leads, organizes and controls external communication efforts assigned to this position to ensure consistency in presenting City information to the public in a timely and effective manner.
2. Serves as a key advisor and assists City departments in planning and executing communication and public relations efforts in order to achieve the same objective.
3. Oversee Employee Recognition Program
4. Manages the City's interaction with news media, issuance of media releases, and respond to media inquiries, with the assistance of consultants as needed. Serves as Public Information Officer for the City and as part of emergency operations.

5. Help develop IT policies, procedures, and implementation.
6. Coordinates and oversees citywide communications projects such as the City Newsletter, e-news, social media and other avenues to promote the City's image and effectively communicate City issues, actions, and services.
7. Develop communications tools for construction outreach, water quality or emergency response; police department press releases, severe weather alerts, and other news stories.
8. Ensures that a collection of electronic file materials is maintained, such as photographs and other informational material, for use in City efforts in promotion, education and recruitment.
9. Prepares draft press releases and coordinates with involved department(s) to achieve final edited and approved products.
10. Oversees the development and maintenance of the official City web site and the host of the site by the contracted consultant.
11. Manages additional consultants as necessary to provide communications assistance.
12. Develops and recommends new communications methods and enhancements to better achieve City goals, including fostering the organization's values and marketing City services to residents, community groups and other external organizations
13. As assigned, conducts special studies and prepares analyses or reports related to a variety of policies, procedures, cost effectiveness, service delivery, community engagement, and external communications
14. Prepares and may conduct fact-finding analysis and assemble documents for decision support.
15. Presents reports orally and in writing. Collaborates on studies and any related implementation efforts with appropriate City officials, staff and other government entities.
16. Develops proposed plans and policies for the City, subject to the review/approval of City Manager or designee.
17. Represents the City on inter-jurisdictional work groups and task forces and present related policy/program options and analysis to supervisor and/or other City officials.
18. Serve as a professional resource to various organizations and committees.
19. Participates in the City's Emergency Operations Center and functions as the City's Public Information Officer, among other duties and assignments, during disasters and emergencies.
20. Occasional attendance at night meetings and weekend work is required; assists with City events as needed.
21. Organizes and maintains internal communications efforts.
22. Continues professional education and growth through membership in appropriate professional organizations and attendance at appropriate conferences and training opportunities as time and budget allow
23. Willing to be trained and have the aptitude for an interest in new technology as it comes available.
24. Performs other duties including leading special projects or initiatives as directed by the City Manager
25. Assists other staff in the performance of their duties as assigned

D. QUALIFICATIONS

Knowledge of:

- Project management and public information principles and practices, and letter and report writing.
- Public administration and local government services and processes

- Microsoft Excel (spreadsheet software), Microsoft Word (word processing software), presentation graphics, website content or other special applications used by the City.
- Department or division policies and procedures in order to provide assistance, exchange information and solve problems
- Oregon Revised Statutes that affect municipal government
- Solid understanding of switches, routers, and phone systems
- Solid background in network administration and architecture.
- Familiarity with access control models and network security.
- Knowledge of coding languages for scripting.
- Proficient in Windows and possess the ability and confidence to provide excellent desktop/email/printer/ support to end users.
- Solid Office 365 experience.
- Experience with monitoring systems.

Ability to:

- Exercise independent judgment within established procedures
- Apply policies and procedures
- Interpret to public and other departments or division information requiring a thorough knowledge of department or division policies and procedures
- Effectively communicate clearly, tactfully, and courteously
- Demonstrate strong organizational skills and strict attention to detail and process
- Prepare professional correspondence, reports and presentations.
- Use database, calendar, word-processing, and other organizational office computer software effectively
- Gather and sort relevant information from various sources and records successfully.
- Communicate effectively and professionally with diverse audiences, including the public and City personnel at all levels
- Resolve conflicts and maintain harmonious working relationships throughout the organization and with other agencies and departments
- Read and write a variety of documents, including correspondence, proposals, and other persuasive and informative materials
- Maintain accurate records
- Maintain regular job attendance and adherence to working hours
- Operate a motor vehicle safely and legally

E. WORK ENVIRONMENT/PHYSICAL DEMANDS

Essential duties require the following physical abilities and work environment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Ability to sit at a workstation for extended periods, the employee will typically perform in an office environment under usual office working conditions. The noise level in the work area is typical of most office environments, with some telephones, personal interruptions and background noises.
- Ability to use hearing and speech to make presentations to large audiences and carry on conversations over the phone and in person.
- Near visual acuity to read printed materials and computer screens.
- Occasional ability to lift, carry, and put away parcels weighing up to 30 pounds each.

EXPERIENCE AND EDUCATION

Experience

Three (3) years experience in communications, marketing, government, legal, public relations, or business setting.

Education

High school diploma or general education degree (GED) or higher; preferably an Associate's degree in communications, marketing, business, or a related field or three (3) years of related work experience; or any equivalent combination of education, experience, and training which demonstrates the required knowledge, skills, and abilities.

LICENSE AND CERTIFICATE

- Possess and maintain CJIS security clearance within (6) six months of appointment.
Oregon Driver's License with good driving record required for use of City vehicle.

Desirable Qualifications

Experience in local government preferred.

RESOLUTION NO. 31 FOR 2022

A RESOLUTION ESTABLISHING SALARY SCHEDULES FOR NON-REPRESENTED EMPLOYEES.

WHEREAS, the City of Sweet Home wishes to formally adopt a salary plan for its Non-Represented Employees.

NOW, THEREFORE, the City of Sweet Home resolves as follows:

The attached salary schedules for Non-Represented full-time and part-time positions are adopted for positions currently authorized as shown in Exhibit "A".

This Resolution hereby replaces Resolution No. 26 for 2022 and shall be effective immediately upon passage by the City Council and signature of the Mayor.

PASSED BY THE City Council and approved by the Mayor this 25th day of October 2022.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

RESOLUTION NO. 31 FOR 2022
EXHIBIT A

SALARY SCHEDULE
July 1, 2022 – June 30, 2023
NON-REPRESENTED EMPLOYEES MANAGEMENT
(3.25% COLA)

Step Position	A	B	C	D	E	F
COURT ADMINISTRATOR	4,230	4,442	4,664	4,805	4,949	
FINANCIAL OPERATIONS MANAGER						
ASSOCIATE PLANNER	4,653	4,887	5,130	5,285	5,444	
COMMUNICATIONS MANAGER						
ADMINISTRATIVE SERVICES MANAGER	5,318	5,583	5,863	6,039	6,220	
UTILITIES MANAGER OPERATIONS MANAGER	5,380	5,663	5,961	6,141	6,326	
STAFF ENGINEER	5,627	5,923	6,235	6,422	6,616	
LIBRARY DIRECTOR	5,725	6,025	6,341	6,532	6,728	
PUBLIC WORKS DIRECTOR	6,648	6,979	7,329	7,549	7,774	
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	7,482	7,855	8,248	8,495	8,750	
FINANCE DIRECTOR	7,518	7,894	8,289	8,537	8,793	
CITY MANAGER	10,000	10,625	11,250	11,875	12,500	
POLICE CAPTAIN	7,192	7,552	7,929	8,167	8,412	8,833
COMMUNICATIONS COMMANDER	5,049	5,302	5,568	5,735	5,906	6,202
SERGEANT	5,836	6,128	6,434	6,628	6,826	7,167



REQUEST FOR COUNCIL ACTION

Title: Regional Disaster Preparedness Planning Services Contract

Preferred Agenda: October 25, 2022

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion Roll Call ____ Other ____

Relevant Code/Policy: SH Charter, Chapter I, Powers of the City

Towards Council Goal: Aspiration IV: Viable and Sustainable Essential Services

Attachments: WSP Contract for Disaster Preparedness Planning Services and Exhibits
Regional IGA for Shared Disaster Preparedness Consultant

Purpose of this RCA:

The purpose of this RCA is to approve a Regional Disaster Preparedness Planning Services contract, pursuant to the Intergovernmental Agreement (IGA) for Regional Emergency Management Consultant work approved in June, 2021, and the ensuing request for proposals (RFP).

Background/Context:

In June, 2019, seeing the need for local, regional cooperation during emergencies, the City entered into an Intergovernmental Agreement for Regional Emergency Management Consultant work with the Sweet Home Fire District, City of Lebanon, Lebanon Fire District, City of Brownsville, and Brownsville Fire District. The intent of this agreement was to hire a consultant to help these organizations develop an emergency operation plan and training program that they could use to coordinate mutual emergency and disaster response efforts in their jurisdictions (see attached IGA). The IGA stipulates that the City of Sweet Home will be the fiduciary agency for the project.

The ensuing RFP was begun last winter and finalized in this summer. Representatives from all the partner organizations selected WSP USA Solutions to complete the work. WSP has tentatively agreed to the attached contract. Also included with the contract as exhibits are the original RFP, WSP's proposal, and a cost estimate from WSP.

The Challenge/Problem:

Should the City approve a contract with WSP USA Solutions, Inc. for Disaster Preparedness Planning Services?

Stakeholders:

- Sweet Home and East Linn County Residents – During emergent, potentially catastrophic events, border should not play a role in providing aid to victims or potential victims caught in dire situations.
- Sweet Home City Council – The City Council is charged with authorizing contracts for services, and ensuring that its emergency management staff have the tools necessary to respond to emergency situations.
- Cities of Lebanon and Brownsville and Lebanon and Brownsville Fire Districts – These organizations have partnered with the City because they have similar interests in responding to disasters.
- City Staff – Staff can conduct emergency management operations more quickly, efficiently, and easily when plans, mutual aid agreements, and training methods are established.

Issues and Financial Impacts:

The services agreed to in this contract are estimated to cost approximately \$35,000. The partner organizations have all agreed to share this cost—one (Brownsville Fire) is limited due to budget restraints to \$2,000, and the rest of the partners have agreed to split the remainder equally, resulting in this cost allocation:

- City of Sweet Home: \$6,600
- Sweet Home Fire District: \$6,600
- City of Lebanon: \$6,600
- Lebanon Fire District: \$6,600
- City of Brownsville: \$6,600
- Brownsville Fire District: \$2,000

Currently, the City of Sweet Home has \$20,000 budgeted for this expense.

Elements of a Stable Solution:

A stable solution is one that provides a plan for regional emergency management responses as well as mutual aid agreements with our partners.

Options:

1. Do nothing –
2. Authorize the City Manager to sign the Contract for Disaster Preparedness Planning Services with WSP USA Solutions, Inc. as proposed.
3. Authorize the City Manager to sign the Contract for Disaster Preparedness Planning Services with WSP USA Solutions, Inc. with specified changes.
4. Direct Staff to research other options.

Recommendation:

Staff recommends option 2: Authorize the City Manager to sign the Contract for Disaster Preparedness Planning Services with WSP USA Solutions, Inc. as proposed.

**City of Sweet Home
Client Services Contract for
Disaster Preparedness Planning Services**

This Contract is by and between the City of Sweet Home (“City”) and WSP USA Solutions, Inc. (“Contractor”) for the performance of regional disaster preparedness planning services for City.

A. RECITALS

City is the contracting agent for this project pursuant to the Intergovernmental Agreement for Shared Disaster Preparedness Consultant dated June 16, 2021, which involves the following six parties (“IGA Parties”) who shall participate in the project:

- Lebanon Rural Fire Protection District
- Brownsville Rural Fire District
- Sweet Home Fire and Ambulance District
- City of Brownsville
- City of Lebanon
- City of Sweet Home

City has conducted a formal solicitation for proposals from consulting firms pursuant to Oregon Public Contracting law, ORS 279B.060.

Contractor submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the Contractor best suited to meet City’s needs pursuant to the RFP criteria.

City has awarded the contract to Contractor.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Request for Proposal
- Exhibit D – Contractor’s Proposal
- Exhibit E – Contractor’s Schedule of Rates and Charges

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to October 25, 2023. Thereafter, it may be extended without upon written consent of both parties without further solicitation. Such extension(s) may consider adjustments to Contractor’s schedule of charges attached within Exhibit E to this Contract.

2. Scope of Work

Contractor shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, as now set forth herein, and as may be described by future addenda to this Contract.

3. Compensation

3.1 Compensation. For the services described and performed by Contractor, the City agrees to pay, and the Contractor agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.

3.2 Invoices. Invoices for services of Contractor shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the first day of each month for all services performed through the last day of the previous month. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, after the thirty (30) day invoice period has ended, Contractor may, after giving seven (7) days written notice to City, suspend services under this Contract until Contractor has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Contractor Is an Independent Contractor

Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Contractor's completed work, City cannot and will not control the means and manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing work. Contractor is responsible for all federal and state taxes applicable to compensation and payment paid to Contractor under the Contract and will not have any amounts withheld by City to cover Contractor's tax obligations. Contractor is not eligible for any City fringe benefit plans.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when an email read receipt is generated by the recipient's email service if delivered by email, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by email shall be followed by a hard copy. All notices shall be addressed as follows:

City:	City Manager City of Sweet Home 3225 Main St Sweet Home, OR 97386	Phone: (541) 367-8969 Email: kyoung@sweethomeor.gov
Contractor:	Trevor Clifford WSP USA Solutions, Inc. 333 SW 5 th Avenue, Suite 608 Portland, OR 97204	Phone: (503) 806-9163 Email: trevor.clifford@wsp.com

6. Indemnification

Contractor shall indemnify and hold harmless City and its representatives, officers, directors, and employees from any loss or claim made by third parties to the extent arising directly or indirectly from Contractor's negligent performance and/or willful misconduct of Contractor, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Contractor, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

For claims based upon professional negligence, Contractor's obligation to indemnify indemnitees for defense costs (including, but not limited to, attorney fees and court costs) is not immediate and shall be satisfied at the time of any settlement or judgment as to Contractor's indemnity obligations under this Contract.

7. Insurance Requirements

7.1 During the term of this Contract, Contractor shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Commercial General Liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards, if applicable):

- \$1,000,000 – each occurrence (bodily injury)
- \$1,000,000 – general aggregate
- \$1,000,000 – property damage, contractual, etc.
- \$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this contract.

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident.
- c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

7.4 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.

7.5 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.

7.6 Contractor shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Contractor shall furnish City with executed copies of such policies of insurance. Contractor shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

7.7 All liability insurance, except for Workers' Compensation, Professional Liability (if applicable), and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the IGA Parties as additional insureds:

- Lebanon Rural Fire Protection District, its Board, officers, employees, and agents;
- Brownsville Rural Fire District, its Board, officers, employees, and agents;
- Sweet Home Fire and Ambulance District, its Board, officers, employees, and agents;
- City of Brownsville, its Council, officers, employees, and agents;
- City of Lebanon, its Council, officers, employees, and agents;
- City of Sweet Home, its Council, officers, employees, and agents;

The additional insured endorsement shall include additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

8. Workers' Compensation

8.1 Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 Contractor warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify City for any liability incurred by City as a result of Contractor's breach of the warranty under this Subsection.

9. Hours of Employment

Contractor shall comply with all applicable state and federal laws regarding employment.

10. Assignments and Subcontractors

Contractor may not assign or subcontract any of its responsibilities under this Contract without City's prior written consent. Contractor's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Contractor shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by Contractor and compensated by City pursuant to this Contract shall be the property of City upon full compensation for the work performed or document produced by Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Contract shall be at City's sole risk.

13. Termination for Convenience

13.1 This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this Subsection, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this Subsection, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

13.2 City may unilaterally order Contractor to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Contractor to resume those services, Contractor will be entitled to reimbursements for the costs actually and reasonably incurred, if any, in re-starting the suspended services.

14. Termination for Cause

City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

14.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Contractor

setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

16. Remedies

In the event of breach of this Contract the parties shall have the following remedies:

16.1 If terminated under Subsection 15 by City due to a breach by Contractor, City may complete the work either itself, or by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.

16.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

16.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract. As directed by City, Contractor shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment on the basis of any protected class as defined in ORS279A.112(b).

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Contractor that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) ORS 659a.142; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Contractor's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B. Contractor, its sub-Contractors and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Contractor shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, the Contractor agrees that:

Contractor is an experienced consulting firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.

Contractor has the capabilities and resources necessary to perform the obligations of this Contract.

21. Standard of Care

By execution of this Contract, the Contractor agrees that:

Contractor is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all reports, drawings, specifications, and other documents prepared by Contractor shall be prepared in a manner consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (herein the "Standard of Care") and shall exercise the Standard of Care in complying with applicable and non-conflicting laws, rules, and regulations.

Contractor hereby agrees that it will, in a manner consistent with its standard of care defined above, prepare all reports, drawings, specifications, and other documents pursuant to this Contract so that they are sound and complete.

22. Errors and Omissions

Contractor shall be responsible for correcting any errors or omissions in the reports, drawings, specifications, and/or other documents which deviate from the standard of care set forth in Subsection 21. Contractor shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Contractor or its sub-Contractors. Contractor further agrees to assist City in

resolving problems relating to any project designs or specified materials that are caused by deviations from the Standard of Care

23. Contract Performance

Contractor shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Contractor shall not be liable for delays that are beyond Contractor's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Contractor's warranties or a default or defect in performance by Contractor that has not been cured.

24. Access to Records

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Contractor's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to City, and City's duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

Contractor represents and warrants to City that (1) Contractor has the power and authority to enter into and perform this Contract, and (2) when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms. No other warranties are expressed or implied in this Contract.

26. City Obligations

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, City shall furnish to Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for Contractor to evaluate, give notice of, or enforce lien.

26.2 City shall establish and update, if necessary, overall project budgets, including consulting costs.

26.3 City shall furnish the services of Contractors, when such services are requested by Contractor, reasonably required by the scope of a project, and agreed to by City.

26.4 City shall furnish all testing as required by law or the contract documents.

26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Contractor has performed requisite project management and oversight duties.

26.6 City shall provide prompt written notice to Contractor if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Contractor's design or performance under the contract.

26.7 City shall pay Contractor in accordance with Subsection 3 and Exhibit E of this Contract, upon receipt of Contractor's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.

26.8 City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

26.9 City shall guarantee access to and make all provisions for Contractor to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.

26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Contractor to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

27. Arbitration

All claims, disputes, and other matters in question between the City and Contractor arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Linn County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not the dispute will be decided by arbitration rather than through the court process.

A claim by Contractor arising out of or relating to this Contract must be made in writing and delivered to the City Manager not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Manager within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Manager will be considered by the City Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Contractor may file a written request for arbitration with the City Manager. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and Contractor.

Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the

matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Contractor to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrator(s) will be final, judgment may be entered upon it in any court having jurisdiction thereof and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract to the extent due to the negligent performance of the Contractor's employees, representatives or subcontractors, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Contract without initiating litigation, Contractor agrees to pay City's attorney's fees at a reasonable rate and time so incurred if the City's position prevails. Such costs and fees shall bear interest if unpaid after 60 days at the maximum legal rate from the date incurred until the date paid by losing party.

29. Successors and Assigns

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

30. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Contractor shall not be liable for any indirect, incidental, consequential, or special damages under this Contract.

31. Foreign Contractor

If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

32. Confidentiality

This project may give the chosen Contractor access to confidential plans and information from the IGA Parties. Contractor shall maintain the confidentiality of any of the Parties' information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from sub-Contractors to maintain the confidentiality of information of the Parties.

33. Force Majeure

Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war, epidemics, pandemics, declared states of emergency, closing or reduction of force by the contractors or governmental permit reviewing entities, the enactment of governmental actions which cause delays or limit travel.

34. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. City's consent to or approval of any act by Contractor requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to or approved.

35. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

36. Survival

All provisions of this Contract that would reasonably be expected to survive the termination of this Contract will do so.

37. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

38. Consulting and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

39. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

40. Certificate of Compliance with Oregon Tax Laws

By executing this Contract, Contractor certifies under penalty of perjury that Contractor is, to the best of Contractor's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

CITY OF SWEET HOME

CONTRACTOR

By: _____

By: _____

Authorized Signature

Name: Kelcey Young

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Authorized & Approved by the City Council.
City Manager approves contract.

Approved as to form.

By: _____

Name: Robert Snyder

Title: City Attorney

Date: _____

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF CONTRACTOR

The Contractor reports directly to the Sweet Home City Manager. The work may include site visits, conferences, telephone conferences, presentations, and e-mail. Inquiries from the general public and/or press are outside the purview of the Contractor. Any and all inquiries for the Contractor's time shall be channeled through the Sweet Home City Manager or designee, who must authorize such request prior to the Contractor taking any action.

Deliverables are an EOC Quick Start Guide and a Mutual Aid Recommendations Report.

EOC Quick Start Guide.

This document is intended to be a concise resource that emergency managers can use to set up a regional EOC as quickly and seamlessly as possible. It should be less than 30 pages inclusive of all attachments. The focus of the document is on practical inter-agency collaboration, with simple action items. Checklists, bullets, or numbered lists are ideal. The Guide will be a living document to be maintained by the Parties.

The EOC Quick Start Guide shall include (not necessarily in this order):

- Primary and secondary locations to host a regional EOC.
- Primary and secondary contacts for each Party.
- Primary and secondary contacts for County, State, and Federal assistance.
- A procedure to determine when and how to escalate an event from the local response to a regional response, with specific action items.
- A list of needed equipment and information to operate the regional EOC (such as displays, digital maps, etc).
- A list of regional EOC assets that can be contributed by each Party.
- Identify potential community partners, sources of expertise, and funding mechanisms that could help the Parties prepare & respond to emergencies and disasters in the Response Area. (Hamm radio operators, heavy equipment, etc)
- Lines of command for a regional event response.
- Estimated timeframes that the Parties should expect to be mutually self-sufficient in an emergency until state and federal assistance arrives. Include best-case, worst-case, and middle-case scenarios for incidents of varying magnitudes from minor to catastrophic.
- Lessons learned from previous events.
- Additional topics which may be discovered and deemed relevant through the course of the work.

This list of contents may be revised by mutual consent of the Parties and the Contractor.

Mutual Aid Recommendations Report

The Parties anticipate that providing disaster response assistance to each other will likely require additional setup work, some of which may not have been identified yet. Draft a report detailing recommended next steps for the Parties to take.

- Identify if any formal mutual aid agreements, other IGAs, or local EOP amendments are required for Agencies to share staff and resources during a regional emergency and to establish interagency lines of command. If no regulatory or legal next steps are recommended, explain why.
- Identify recommended incident command training for key staff.
- Assess the feasibility of the parties adopting a single EOP with party specific annexes. If a single EOP is not recommended, then recommend any updates to individual EOPs to provide for a high degree of cooperation.
- Assess the Parties' existing operational capacity and resources. Identify common deficiencies and/or barriers to access and make recommendations to resolve same. (For example, perhaps heavy equipment is available but a lowboy trailer must be acquired to haul it.)
- Outline possible community outreach programs to recruit and train potential community partners. Draft a procedure to maintain the list of community partners in the EOC Quick Start Guide.
- Identify possible funding mechanisms for pre-, mid-, and post-disaster efforts.
- Any other recommended next steps.

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

(5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) Contractor shall pay Contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(8) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

Exhibit C
Request for Proposals

Exhibit D

Contractor's Proposal

Exhibit E

Contractor's Schedule of Rates and Charges



City of Sweet Home, Oregon

**Request for Proposals for
Disaster Preparedness Planning
Services**

Closes 4:00 pm, December 21, 2021

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City of Sweet Home, Oregon

Request for Proposals

Disaster Preparedness Planning Services

1. General Information

1.1. Introduction

The City of Sweet Home (City) is soliciting proposals for a consultant (Contractor) to provide regional disaster preparedness planning services as an independent contractor to the City. Services conducted by the Contractor include, but are not necessarily limited to, the items listed in Section 2 of this RFP.

This RFP, issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home, invites qualified firms (Proposers) to submit their Proposals to provide the services described.

1.2. Background & Purpose

The purpose of this RFP is to establish guidance and procedures to facilitate the coordination and support of disaster management and support of emergency operations in local disaster response.

The following six parties have executed an Intergovernmental Agreement (IGA) to jointly hire a Contractor for regional disaster preparedness planning:

- Lebanon Rural Fire Protection District
- Brownsville Rural Fire District
- Sweet Home Fire and Ambulance District
- City of Brownsville
- City of Lebanon
- City of Sweet Home

Each Party has selected a designated representative to participate in work under the IGA. The City of Sweet Home shall serve as the primary point of contact to coordinate services once a Contractor has been selected. The IGA is attached for reference as Appendix A.

The Parties represent small rural communities and fire response areas in eastern Linn County, Oregon. Combined, the Parties' coverage area totals over 450 square miles and a population of approximately 45,000. People in east Linn County frequently travel between communities for normal activities such as work, school, shopping, dining out, recreation, entertainment, and medical care. A significant share of the population is considered low-income, with limited resources, though there is a very strong "Can-Do" attitude present. Property tax limits in Oregon have left all six parties with limited financial and staff resources and little opportunity to greatly increase their funding levels.

The Parties recognize that some emergencies will be very local, with a single responding agency. However, in the event of a significant regional disaster it is likely that the people living in

each jurisdiction will be impacted in substantially the same way and will have the same needs for assistance; and that the Parties' response requirements will need to be a joint effort, crossing jurisdictional boundaries to best serve the people of east Linn County. As a result, the Parties wish to establish a regional Emergency Operations Center (EOC) and ensure that the individual agency Emergency Operations Plans (EOPs) anticipate a high level of cooperation, resource sharing, and community action to survive and thrive.

The Parties also anticipate that in a large-scale event, such as the Cascadia Subduction Zone Event or other emergencies impacting large parts of the west coast, State and Federal assistance will likely be prioritized to urban areas elsewhere in the Willamette Valley. In such an event it could take quite some time before assistance becomes available to east Linn County. The Parties may have to be mutually self-sufficient for a long interim period until outside help arrives. A factor in planning for this scenario is to estimate such timeframes and identify willing community partners. There is strong community spirit and many locals have voluntarily used private resources for public benefit in past emergencies.

Recent events have brought to light the logistical difficulties of establishing a regional EOC. During the 2020 and 2021 wildfires especially, it was observed to take at least a week to set up a regional EOC. Local incident commanders have expressed a need for a concise guide with clear steps that can be implemented right away to set up an EOC as quickly and seamlessly as possible. This document will be much smaller than a standard EOP. This task is further described in the Scope of Work.

The Parties with Emergency Operations Plans in place include:

- The City of Lebanon – EOP drafted in 2012; Regional All Hazard Mitigation Plan drafted in 1998.
- The City of Sweet Home – EOP drafted in 2003; All Hazard Mitigation Plan drafted in 2021.
- The City of Brownsville has adopted the 2016 Linn County EOP.

Although Linn County is not a Party to this project, their EOP may be a useful reference. The Oregon Water/Wastewater Agency Response Network (ORWARN) also provides useful reference materials that may be relevant to this project.

The Parties recognize that there may be additional steps needed to prepare for mutual aid, whether regulatory or logistical. The selected Contractor will draft a report recommending next steps. This task is further described in the Scope of Work.

The Parties are seeking a Contractor who is experienced with facilitating intergovernmental cooperation, especially mutual aid planning and resource identification. The ideal candidate has experience using Adaptive Project Management or similar methods of providing flexibility to meet client needs.

1.3. Selection Schedule

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

RFP Advertised
Proposal Due Date

November 17, 2021
4:00 pm, December 21, 2021

Interviews with Proposers (if needed)	January 10-14, 2022
Begin negotiations with selected Proposer	January 17-21, 2022
Award Contract	January 25, 2022

2. Scope of Services

The Contractor reports directly to the Sweet Home City Manager. The work may include site visits, conferences, telephone conferences, presentations, and e-mail. Inquiries from the general public and/or press are outside the purview of the Contractor. Any and all inquiries for the Contractor's time shall be channeled through the Sweet Home City Manager or designee, who must authorize such request prior to the Contractor taking any action.

Deliverables are an EOC Quick Start Guide and a Mutual Aid Recommendations Report.

EOC Quick Start Guide.

This document is intended to be a concise resource that emergency managers can use to set up a regional EOC as quickly and seamlessly as possible. It should be less than 30 pages inclusive of all attachments. The focus of the document is on practical inter-agency collaboration, with simple action items. Checklists, bullets, or numbered lists are ideal. The Guide will be a living document to be maintained by the Parties.

The EOC Quick Start Guide shall include (not necessarily in this order):

- Primary and secondary locations to host a regional EOC.
- Primary and secondary contacts for each Party.
- Primary and secondary contacts for County, State, and Federal assistance.
- A procedure to determine when and how to escalate an event from the local response to a regional response, with specific action items.
- A list of needed equipment and information to operate the regional EOC (such as displays, digital maps, etc).
- A list of regional EOC assets that can be contributed by each Party.
- Identify potential community partners, sources of expertise, and funding mechanisms that could help the Parties prepare & respond to emergencies and disasters in the Response Area. (Hamm radio operators, heavy equipment, etc)
- Lines of command for a regional event response.
- Estimated timeframes that the Parties should expect to be mutually self-sufficient in an emergency until state and federal assistance arrives. Include best-case, worst-case, and middle-case scenarios for incidents of varying magnitudes from minor to catastrophic.
- Lessons learned from previous events.
- Additional topics which may be discovered and deemed relevant through the course of the work.

This list of contents may be revised by mutual consent of the Parties and the Contractor.

Mutual Aid Recommendations Report

The Parties anticipate that providing disaster response assistance to each other will likely require additional setup work, some of which may not have been identified yet. Draft a report detailing recommended next steps for the Parties to take.

- Identify if any formal mutual aid agreements, other IGAs, or local EOP amendments are required for Agencies to share staff and resources during a regional emergency and to establish interagency lines of command. If no regulatory or legal next steps are recommended, explain why.
- Identify recommended incident command training for key staff.
- Assess the feasibility of the parties adopting a single EOP with party specific annexes. If a single EOP is not recommended, then recommend any updates to individual EOPs to provide for a high degree of cooperation.
- Assess the Parties' existing operational capacity and resources. Identify common deficiencies and/or barriers to access and make recommendations to resolve same. (For example, perhaps heavy equipment is available but a lowboy trailer must be acquired to haul it.)
- Outline possible community outreach programs to recruit and train potential community partners. Draft a procedure to maintain the list of community partners in the EOC Quick Start Guide.
- Identify possible funding mechanisms for pre-, mid-, and post-disaster efforts.
- Any other recommended next steps.

3. Proposal Instructions

3.1. Proposal Submittal and Due Date

Proposals shall be submitted in a sealed envelope clearly marked: "Confidential: City of Sweet Home Disaster Preparedness Planning Services Proposal".

Proposals shall meet the requirements set forth in Sections 3.4 Proposal Format, and 3.5 Proposal Contents.

Proposals shall be submitted by **4:00 p.m. on December 21, 2021** to:

Ray Towry
City Manager
3225 Main St
Sweet Home, OR 97386

The City of Sweet Home assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not received by the above specified time and date will not be considered. Faxed or emailed proposals will be rejected as non-responsive.

3.2. Inquiries

Ray Towry, Sweet Home City Manager shall act as the facilitator for this proposal process. Questions concerning this RFP should be submitted in writing to:

Ray Towry
City Manager
3225 Main St
Sweet Home, OR 97386
Email: rtowry@sweethomeor.gov

Oral instructions or information concerning the RFP or the project given out by elected officials, employees, agents or representatives of the City of Sweet Home, or by elected officials, employees, agents or representatives of any other Party to the IGA, to prospective Proposers shall not bind the Parties and shall not be relied upon.

3.3. Minimum Qualifications

Proposers must meet the following minimum qualifications to be evaluated:

- 5 years experience with regional emergency planning and/or facilitating multi-agency projects.
- Good legal standing in Oregon, and in home state if other than Oregon. (No bankruptcy, fraud, or illegal activities for the last 10 years.)
- Demonstrate the ability to furnish insurance coverage as specified in Section 7 of the attached contract form.

3.4. Proposal Format

Proposers shall provide two (2) hard copies and one (1) digital copy in .PDF format on a USB storage drive of the proposal in a sealed envelope clearly marked: "Confidential: City of Sweet Home Disaster Preparedness Planning Services Proposal".

If your proposal contains proprietary information protected under Section 3.8 of this RFP, please provide an additional redacted digital copy on the USB storage drive.

Proposals, including attachments, shall not exceed twenty (20) standard size (8 ½" x 11") pages, minimum 11-point font. For the purpose of demonstrating workflows or timelines in a legible manner, Proposers may use up to two larger sheets of paper not to exceed 11" x 17". If such use is made, it must be for legibility purposes only and will be considered part of the page count.

3.5. Proposal Contents

Please include the following sections in your proposal:

Cover Letter (limited to 2 pages)

An introductory letter shall be prepared by each Proposer and included as the first page of the proposal. The letter should express the Proposer's interest in the project and summarize any key qualifications or other relevant information. The letter shall be signed by an officer of the company with the authority to commit to contractual obligations on behalf of the company.

The cover letter must include:

- Date
- RFP name
- Proposer's name
- Tax identification number
- Contact person
- Telephone number
- Email address
- Complete mailing and street address
- A description of the firm or organization (corporation, partnership, etc) that will serve as the contracting party
- Identify proposed subcontractors, if applicable.
- Include a statement confirming that the Proposer meets the minimum qualifications stated in Section 3.3.
- Identify COBID ownership status and/or employment practices regarding COBID businesses, if applicable. Higher consideration will be given to COBID-registered businesses.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy. (This affirmation is required by law and will not result in higher consideration.)

Project Approach & Methodology

Describe the Proposer's project management techniques. Describe the overall project approach for providing the services, including the proposed procedure for evaluating disaster and mutual aid preparedness and recommend improvements; recommended site visits and conferences; proposed schedule; and project milestones. Demonstrate understanding of public project planning & budgeting to accomplish projects in phases as budget becomes available.

The City is interested in professionals with experience using Adaptive Project Management or similar methods of providing flexibility to meet client needs.

Technical Expertise & Qualifications

Address proposer's experience providing similar services to public agency clients. Describe Proposer's knowledge of, experience with, and expertise in the following areas:

- The principles, practices, and techniques of multi-agency emergency management.
- Risk assessment, emergency operations plans, and incident command systems.
- Governmental structure and resources.
- Intergovernmental agreements, mutual aid agreements, shared staffing plans, and similar logistical planning documents.
- Disaster mitigation strategies.
- Engaging community partners.

Provide a current résumé for the individual who will serve as the Contractor’s project lead and of professional persons who will assist the project lead in performing the work. Include a description of qualifications, skills, and responsibilities, and any relevant licenses, certifications, disaster management experience, or special training programs completed (such as ICS Training levels). Specify the location where the project lead will be based. The City is interested in professionals with experience facilitating cooperation between small governmental entities and especially serving public agencies comparable in size to the Parties.

Provide a list of the tasks, responsibilities, and qualifications of any subcontractors proposed to be used on a routine basis.

Similar Experience and Past Performance

Provide a description of similar previous work demonstrating experience with multi-agency disaster preparedness and mutual aid planning. Provide a list of at least three (3) clients similar in size and character to the Parties. For each referenced project provide the following information:

- Project Title/Name
- Name and address of client
- Client contact person and contact information
- Summary of project scope and services provided

Familiarity with & Availability to the Response Area

Describe the Proposer’s familiarity with the local geography of the Response Area and the local agencies providing emergency services throughout Linn County. Provide the office location of personnel that will be providing services. Higher consideration will be given to local Contractors with strong familiarity of the region.

3.6. Reservation of Rights

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City’s sole judgment, it is in the City’s best interest to do so; and 7) request any additional information City

deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

3.7. Protests

Protests of Solicitation

Proposers are directed to the protest procedures contained in ORS 279B.405 and OAR 137-047-0730. A prospective Proposer may file a protest of the solicitation if the prospective Proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. Protests shall be submitted to the City in writing no later than ten (10) days prior to the solicitation closing date.

Protests of Contract Award

Proposers are directed to the protest procedures contained in ORS 279B.410 and OAR 137-047-0740. A Proposer may protest the award of a public contract or a notice of intent to award a public contract, whichever occurs first, if:

(a) The bidder or proposer is adversely affected because the bidder or proposer would be eligible to be awarded the public contract in the event that the protest were successful; and

(b) The reason for the protest is that:

(A) All lower bids or higher ranked proposals are nonresponsive;

(B) The contracting agency has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;

(C) The contracting agency has abused its discretion in rejecting the protestor's bid or proposal as nonresponsive; or

(D) The contracting agency's evaluation of bids or proposals or the contracting agency's subsequent determination of award is otherwise in violation of this chapter or ORS chapter 279A.

Protests shall be submitted to the City in writing no later than seven (7) days following the notice of intent to award.

3.8. Public Records

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to Oregon Public Records law, as qualified by ORS 279B.060(6) for similar personal services contracts. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law. By responding to this RFP, Proposers waive any challenge to the City's decisions in this regard.

Marking all, or substantially all, of your proposal as "Proprietary" is not permitted and may be grounds for the City considering your proposal nonresponsive, at the City's sole

discretion. If your proposal contains proprietary information protected under this section, please provide an additional redacted digital copy on the USB storage drive.

3.9. Confidentiality Clause

This project may give the chosen Contractor access to confidential plans and information from throughout the region. The selected Contractor and all subcontractors shall keep all such information received and produced from this project confidential. No information from this project may be disseminated without the written consent of the Parties.

3.10. Costs

Proposers responding to this RFP do so solely at their own expense.

4. Proposal Evaluation

4.1. Evaluation Criteria

In evaluating the proposal, the City will utilize the requirements outlined in this section to identify the contractor best qualified to perform the services.

Completeness & Responsiveness (all must be yes)

- Timeliness of submittal
- Satisfies minimum qualifications
- Satisfies content & format requirements

Scoring Criteria

Proposals meeting the above Completeness & Responsiveness requirements will be evaluated by the City using the following criteria:

- (20%)** Specialized experience, capabilities and technical competence, which the prospective Contractor may demonstrate with the prospective Contractor's proposed approach and methodology to meet the project requirements.
- (15%)** Resources committed to perform the services and the proportion of the time that the prospective Contractor's staff would spend to perform services for the contracting agency, including time for specialized services, within the applicable time limits.
- (13%)** Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.
- (2%)** Ownership status and employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that

service-disabled veterans own, emerging small businesses or historically underutilized businesses. (COBID businesses.)

(20%) Availability to the project locale.

(20%) Familiarity with the project locale.

(10%) Proposed project management techniques.

4.2. Selection

Each proposal will be reviewed against the terms of this RFP to determine if the submittal is complete and responsive and how well the Proposer satisfies the evaluation criteria. The City may reject any submittal found to be incomplete, unresponsive or not in compliance with the format requirements set forth in this RFP. A submittal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the City.

The City regards the submission of the proposal in response to the RFP as the most important factor in the selection of a Contractor to provide services for the operation, maintenance and management of the Facilities. The City reserves the right to reject any or all responses to the RFP and is under no obligation to award a contract, as determined to be in the best interest of the City and at City's sole discretion.

The City reserves the right to interview one or more of the highest ranking Proposers as part of the evaluation process. Results of the evaluation will be posted to the RFP listing on the City website and will be emailed to the primary contact identified in each proposal.

The City intends to conduct evaluations based solely on the ranking of proposals in accordance with ORS 279B.060(8)(a). As a result, selection of the most qualified candidate will be made without regard to the price of the services. Only after selection of the most qualified candidate will the City and selected candidate enter into contract negotiations for the price of the services.

Each member of the evaluation committee shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Section 4.1 of this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, results of the evaluation will be posted to the RFP listing on the City website and will be emailed to the primary contact identified in each proposal, and the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Contractor's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then

negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

Upon reaching agreement, the notice of intent to award will be posted and the contract will be presented to City Council for approval. If City Council approves the award of the contract as presented, then the agreement will be executed.

The responsibility for the final selection and negotiation rests solely with the City, as determined to be in the best interest of the City.

It is the desire of the City to have a contract in place no later than November 1, 2021.

4.3. Contract

The City desires to enter into a professional services agreement in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in City's sole discretion.

The City anticipates payment for services on either a lump sum or an hourly basis. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

It is anticipated that the duration of the agreement will be negotiated upon selection of the qualified candidate.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations.

The City of Sweet Home is an Equal Opportunity/Affirmative Action Employer.
Women, Minorities and Disabled Persons are encouraged to apply.

This RFP is issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home. Authorized & approved for posting by the City Council and the City Manager. Staff can amend the RFP and contract form to meet the best interests of the City with the approval of the City Manager.

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

PROPOSAL FOR DISASTER PREPAREDNESS PLANNING SERVICES, CITY OF SWEET HOME, OREGON



December 21, 2021

WSP USA SOLUTIONS INC.
333 SW 5TH AVENUE, SUITE 608
PORTLAND, OREGON 97204
TEL.: 503-806-9163
wsp.com



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IV. SIMILAR EXPERIENCE AND PAST PERFORMANCE ERROR! BOOKMARK NOT DEFINED.

V. FAMILIARITY WITH & AVAILABILITY TO THE RESPONSE AREA ERROR! BOOKMARK NOT DEFINED.

SAMPLE CERTIFICATE OF LIABILITY INSURANCE

I. COVER LETTER

December 21, 2021

Subject: City of Sweet Home, Oregon, Request for Proposals for Disaster Preparedness Planning Services
Ray Towry, City Manager
3225 Main St
Sweet Home, OR 97124
Email: rtowry@sweethomeor.gov

Dear Mr. Towry:

WSP USA Solutions Inc. (WSP) and Organizational Quality Associates (OQA) are pleased to submit this proposal in response to the City of Sweet Home and six planning partners' request for Disaster Preparedness Planning Services. We have worked with regional communities throughout Oregon to develop and implement resource-based disaster preparedness plans that leverage strong “can-do” attitudes. While the key deliverables will be an Emergency Operations Center (EOC) Quick Start Guide Template and a Mutual Aid Recommendations Report, we understand that a guiding principle of this initiative is to facilitate a planning process that fosters interagency collaboration for disaster preparedness. Our proposed Team is ready to support the City and its partners throughout the process, here are three ways our team is primed to do so:

Real World Experience. Our Team members bring a combined 141 years of on-the-ground emergency management experience, from establishing EOCs and mutual aid agreements, to logistics and resourcing, to planning and exercising. We will facilitate a planning process and develop deliverables leveraging lessons learned and best practices from this experience to right-size and ground-truth our approach.

Local Expertise in Disaster Preparedness Planning. We are based in Oregon and Washington and have successfully collaborated with rural emergency management practitioners to develop, implement, and test plans. Our Team has and continues to work with Polk County to update their Emergency Operations Plan, the City of Eugene and their planning partners throughout Lane County to build emergency fuels preparedness capacity, and the Benton-Corvallis Integrated EOP, to name a few.

The Right Team. WSP and OQA both bring expertise developing and facilitating emergency preparedness working groups with jurisdictions and special districts in Oregon and elsewhere. Having knowledgeable facilitators familiar with the planning context and emergency management is essential to generating buy-in from stakeholders representing independent organizations, ensuring lasting results.

By the Numbers	
141	Years of emergency management experience
177	Number of emergency management projects supported
23	Number of EOC responses and exercises supported

DESCRIPTION OF PROPOSERS

WSP Firm’s Qualifications: WSP USA Solutions Inc (WSP), founded in New York in 1885, offers a global scale of multidisciplinary services combined with local knowledge of the communities in which we live and work. We provide a local firm’s specialized expertise and responsiveness with global resources and capabilities to deliver complex projects, large or small, successfully. Since 1970, WSP has collaborated with clients to develop technically sound, science-based solutions to the leading environmental challenges of our time. WSP is dedicated to serving local communities; we are emergency and mitigation planners, technical experts, and strategic advisors. WSP develops actionable plans and designs lasting solutions for local governments, tribes, states, and federal agencies. With more than 10,000 employees in 150 offices across the United States, we partner with our clients to help communities prosper.

OQA's Qualifications: WSP maintains a longstanding and valued partnership with OQA and has engaged them as our sole subcontractor for support in delivering the desired services. OQA brings WSP and the City extensive experience as local educators and responders in the all-hazard emergency management community, including delivering ICS and emergency management training, EOPs, and exercises. The OQA team serves as members and leaders of Type 1 and 2 Incident Management Teams (IMT), National Area Command Teams, Regional and National Multi Agency Coordination Groups (MAC Groups), EOC staff and Directors. OQA brings direct experience working with Federal, State, and Local government to develop all-hazard, including emergency response plans, training plans and ICS organizations. They have held significant local, regional, and national leadership positions in emergency management providing for a direct relationship to the work products OQA provides. Their associates offer years of experience leading and managing the response to the nation's most significant disasters, including, but not limited to hurricanes, the World Trade Center, the APHIS END incident, the Space Shuttle Columbia Disaster, pandemic disease responses, and numerous catastrophic wildfires.

MEETING MINIMUM QUALIFICATIONS STATED IN SECTION 3.3

WSP possesses the required 5 years' experience with regional, local, and tribal emergency planning and/or facilitating multi-agency projects. Our firm is in good legal standing in Oregon, and in our home state of New York (no bankruptcy, fraud, or illegal activities for the last 10 years) and can furnish insurance coverage as specified in Section 7 of the contract form (see attached sample certificate from WSP's insurer).

COBID OWNERSHIP STATUS AND EMPLOYMENT PRACTICES

WSP is a large business and as such holds no COBID registration. However, we know the state manages socio-economic programs for business inclusion and diversity, promoting opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses owned by service-disabled veterans and emerging small businesses. These inclusive practices are common to many of our commercial and government clients, and WSP maintains an extensive database of such qualified firms, as well as employing a full-time in-house small and disadvantaged business participation coordinator to ensure we meet these goals on each project.

EMPLOYMENT NONDISCRIMINATION

Equal Opportunity Employer. WSP and OQA are "equal opportunity employers," willing to comply with all applicable provisions of the Civil Rights Act of 1964 as amended by the Equal Opportunity Act of 1972 (See 42 USC 2000) and regulations thereunder (See 42 CFR Parts 60 and 60-1).

Equity, Diversity, and Inclusion. WSP and OQA support Diversity, Equity, and Inclusion (DEI) initiatives to ensure the needs and interests of BIPOC (Black, Indigenous, People of Color) and other under-represented groups are prioritized. WSP and OQA are committed to delivering equitable outcomes throughout the City's programs, budgets, decision-making, and service delivery. As large firms with deep-rooted experience and investment in the local communities we serve, WSP and OQA recognize the value of a diverse, equitable, and inclusive workforce and regularly provides internal training to all staff to address diversity and inclusion.

Kind Regards,



Trevor Clifford, Project Manager and Practice Lead – Resilient Communities

Email: Trevor.Clifford@WSP.com

TEL.: 503-806-9163

WSP USA SOLUTIONS INC. (TAX ID: 13-3622704)

333 SW 5TH AVENUE, SUITE 608

PORTLAND, OREGON 97204

II. PROJECT APPROACH & METHODOLOGY

1. Project Management

WSP takes a consistent, proven approach to developing emergency response plans to ensure we take advantage of every opportunity for collaboration and mutual success. That approach is summarized here.

Activity 1.1 Project Kickoff Meeting



Upon notification of selection, our Project Manager and key members of the Project Team will hold a kick-off meeting with the City of Sweet Home Project Lead and key Planning Partners to discuss the project expectations, objectives, methodology, schedule, and deliverables. During the kick-off meeting, we would request that the City establish a list of Planning Partner representatives; this will provide sufficient time to reach out to the participants before the first workshop.

Activity 1.2 Written Work Plan



At the core of our approach to Project Management is the Written Work Plan or Project Management Plan (PMP) that we will submit to City of Sweet Home's Project Lead within 10 days of receiving the Notice of Award. The PMP establishes timelines for drafting and finalizing deliverables and facilitating quality assurance and control. It also helps maintain clear lines of communication, outlines the budget and schedule controls for the project, and establishes the processes for reporting project status and progress. Our PMP is fluid and is updated as the project and needs of the project develop.

Activity 1.3 Regular Communication



Clear communication is an essential component of project management and overall project success. Our project team is responsive and dedicated to maintaining frequent and open communication with City of Sweet Home's Project Lead to ensure goals and objectives are achieved and deliverables are provided on time and within budget. Our Portland-based Project Manager, Trevor Clifford, will manage the workflow and coordinate with City of Sweet Home and its jurisdictions to provide on-time, high-quality deliverables.

Activity 1.4 Monthly Project Management Check-in Meetings



Within the first two weeks of the contract signature, our Project Manager will schedule recurring, monthly project management check-in meetings with the City of Sweet Home Project Lead. At the discretion of the City of Sweet Home Project Lead, these meetings can be adapted to occur on an as-needed basis. These meetings aim to review the status of the tasks outlined in the PMP, identifying opportunities to adapt to evolving project needs.

Activity 1.5 Project Status Reporting



WSP will provide Monthly Project Invoices including a Monthly Status Report that is a polished document meeting any grant-reporting requirements. The Monthly Status Report will be submitted with the monthly invoice by the 10th of each month. The report documents activities completed in the prior month and scheduled activities for the next performance period. We will also report any project delays or issues and the corrective actions to address each identified current or foreseeable problem, including:

- A summary of project progress, meetings attended, and stakeholder outreach efforts.
- Detailed descriptions of work performed, and tasks and subtasks completed during the invoice period.
- 30-day look-ahead schedule and schedule tracking narrative.
- Areas of significant risk, including status and any actions taken.
- Recommendations for addressing challenges and resolutions that occurred.

Task 1 Deliverables

Deliverable	Assumption(s)	Responsible Party
Project Kick-off Meeting	City of Sweet Home Project Lead and colleagues to attend kick-off meeting to discuss project timeline, jurisdictional stakeholder engagement, data call, and document request for review.	WSP, City of Sweet Home
Monthly PM Check-in Meetings	City of Sweet Home Project Lead and WSP Project Manager.	WSP, City of Sweet Home
Monthly Progress Report and Invoice	WSP's Project Manager will provide monthly progress reports and invoices.	WSP
Establish File Sharing Platform	To be determined during kickoff call with City of Sweet Home Project Manager	WSP

2. Stakeholder Engagement

We understand that the six parties represented within the scope of work have executed an Inter-governmental Agreement to complete this project. Each party has designated a representative to participate; however, the primary point of contact from the City of Sweet Home will coordinate services for the contract. All workshops will be Teams-based (remote).

Workshop 1 – Project Kickoff and Data Call

In Workshop 1, we will conduct introductions between the Planning Partner representatives and our project team, present our methodology for the project, provide our document request with guidance on how to submit those documents to our team, and establish the project timeline.

Workshop 2 – Proof of Concept to Validate Draft Deliverables

In Workshop 2, we will review any gaps in documents and materials that may have been requested during the kick-off meeting. This will include, but not be limited to, a discussion of After-Action Reviews for the 2020-21 wildfires to understand the areas of sustainment, improvements, and specific difficulties that were faced in EOC establishment during that time; known capabilities and service gaps; and response assets and resources. In preparation for the Mutual Aide Recommendations report, we will discuss current and potential partners for Mutual Aid agreements, engaging the Planning Partners to identify interoperability questions, concerns, and suggestions.

Task 2 Deliverables

Deliverable	Assumption(s)	Responsible Party
Document Collection and Review	WSP will request related plans from the City and its Planning Partners	WSP, City of Sweet Home
Develop the EOC Quick Start Guide Template Draft	WSP will use the data from the document review and Workshop 1 to develop the Guide Draft	WSP

3. The EOC Quick Start Guide Template

Activity 3.1 Document Collection and Review

Our Team will request related plans and procedures from the City and its Planning Partners as discussed in stakeholder engagement, Workshop 1. These documents will include those identified in the Request for Proposals as well as other documents, such as After-Action Reports, that may play an integral part in developing the Quick Start Guide Template.

To ensure that the Guide is a functional document, we must consider existing plans throughout the project planning processes. In addition to the plans identified in the Request for Proposals, our project team will analyze other documents which include, but are not limited to the following:

- **Strategic Documents:** County, Local, and Organizational Strategic Plans that are designed with risk reduction in mind; our team will ensure we align with policy-level decisions as well as maintain the planning desires of the Planning Partners.
- **Additional Documents:** County, Local, and Organizational Emergency Plans and Programs. County and Local Emergency Operations Plans, Emergency Communication Plans, Standard Operating Procedures, Community wildfire Protection Plans, Mutual Aid Agreements, and After-Action Reports.

Activity 3.2 Develop the Emergency Operations Center Quick Start Guide Template

Because our project team is composed of members with varying and expansive EOC experience, we will not be approaching this task with a single lens. By combining the experience of WSP and OQA into a dynamic project team, we will meet your challenges with multiple outlooks, expanded knowledge of resources, and a blended approach to resolution.

We understand each of the elements that have been identified for the guide and will leverage our experience in related planning projects to adapt to your needs. For example, our Team has and continues to work with rural communities throughout Oregon, Washington, and California on preparedness for the Cascadia Subduction Zone, wildfires, floods, COVID and emergency fuels planning. Our team is familiar with Oregon Water/Wastewater Agency Response Network (ORWARN) and we have conducted projects that include coordination with multiple agencies and departments to conduct resource typing availability and gaps. Our team is accustomed to multi-agency and multi-organization planning for communities with limited funding sources, and trained State of Idaho Department of Homeland security, Skagit and Walla Walla Counties (WA) emergency coordination and response personnel in development of multiagency EOC operational guides, including position-specific checklists for implementation efficiencies.

WSP and OQA have developed Emergency Support Function (ESF) quick sheets that meet the needs of our clients for emergency operations plans, as well as for incident response. Your completed Quick Start Guide Template will be a usable document that, like emergency response, is flexible and adaptable for incident sizes while allowing for multi- or single-agency response and includes accessible materials like quick sheets.

Task 3 Deliverables

Deliverable	Assumption(s)	Responsible Party
Document Collection and Review	WSP will review requested related plans from the City and its Planning Partners	WSP, City of Sweet Home
Develop the EOC Quick Start Guide Template Draft	WSP will use the data from the document review and Workshops 1 & 2 to develop the Guide Draft	WSP
EOC Quick Start Guide Template	WSP will provide final materials in digital format	WSP

4. Mutual Aid Recommendations Report

Our Recommendation Report will outline how the City will go about the process to ensure they establish inter-operable agreements and will identify specific agreements that would cover gaps identified through review of current agreements in Workshop 2. Based on the RFP request, this document would not only be inclusive of Mutual Aid recommendations but would cover other needed recommendations as outlined below.

Activity 4.1 Develop the Mutual Aid Recommendations Report Draft

Our team will prescribe a system and measures to promote ownership and ensure the Mutual Aid Recommendations are active and adaptable. Examples include:

- A strategy for continued community/response agency engagement that City of Sweet Home can take to its planning partners during regular jurisdictional meetings.
- Steering Committee annual meetings to monitor the status of agreements, identify resource needs and evaluate any needed changes to the capabilities assessment based on changes in conditions.
- Procedures, roles, and responsibilities for regular monitoring and evaluation of Mutual Aid Agreements.

Activity 4.2 Emergency Operations Plan Recommendations

Our team will review the provided documentation, consistent with both Activities 2 & 3 of this proposal, resulting in Emergency Operations Plan (EOP) update recommendations.

- Training is an EOP element we will include as a needed update if it is not already sufficiently outlined. Training needs for key personnel will further be an element of the Quick Start Guide Template. With 3 of our 5 project team members having a background in Incident Command Systems (ICS) and Emergency Management operations and training, we are confident that our recommendations will be helpful and applicable to current procedures and processes.
- WSP will leverage our experience in providing joint planning for Hazard Mitigation projects and EOP’s to determine both benefits and risks of a shared EOP, allowing the planning partners to consider various options available to them. Our project background and visualization capabilities will allow us to provide visual representation of what a shared EOP would look like, as well as potential alternative options.
- WSP will review current ESF’s among the various EOP’s. We will pay particular attention to ESF 7, Resource Support and ESF 15, Volunteers and Donations, to determine clear next steps in planning.

Task 4 Deliverables

Deliverable	Assumption(s)	Responsible Party
Draft Mutual Aid Recommendations Report	WSP will use the data from the document review and Workshops 1 & 2 to develop the Draft Mutual Aid Recommendations Report.	WSP
Mutual Aid Recommendations Report	WSP to provide final materials in digital format.	WSP

5. Proposed Schedule / Project Workplan

We have provided a scope of work to develop an EOC Quick Start Guide Template and Mutual Aid Recommendations Report for the City of Sweet Home that can be delivered over an 8-month period as outlined in the provided project timeline. Our proposed scope of work and timeline projects three in-person workshops with the Steering Committee and key stakeholders, ensuring the guide and report reflect local concerns and needs. Should your team need the flexibility of remote meetings, we are postured to provide virtual platforms for the workshops. The first workshop will be conducted in February to facilitate review of our proposed scope of work and to develop any changes to the timeline proposed here.

- NTP
- NTP +3 Weeks - Workshop 1
- NTP +8 Weeks - Workshop 2
- NTP +12 Weeks - Draft Deliverables
- NTP +22 Weeks - Final Deliverables

III. TECHNICAL EXPERTISE AND QUALIFICATIONS

WSP and OQA offer the City of Sweet Home an outstanding mix of national level expertise combined with valuable local knowledge and relationships. WSP is a global, 24/7/365 emergency planning, response and recovery provider steeped in the principles, practices, and techniques of multi-agency emergency management. We work daily with City, State and Local governments to provide these services, and at the national level hold multiple contracts with the Federal Emergency Management Agency (FEMA), the US Army Corps of Engineers (USACE), the Defense Logistics Agency (DLA), and the US Postal Service (USPS) to provide emergency power, risk assessment, EOPs, ICS support and emergency response services, typically with 24-hour response times or less.

We are expert in working within governmental structure and at helping municipal clients identify and tap into the funding resources potentially available to them. The intergovernmental agreements, mutual aid agreements, shared staffing plans, and other logistical planning documents that will underpin this program are familiar to us, not just from our current experience in Oregon, but from other State and municipal clients WSP is aiding as they face similar challenges. Developing and implementing impactful, cost-effective, disaster mitigation strategies by engaging community partners is the heart of our approach to delivering these services, and we are eager to bring that expertise to the City

Our Project Manager, Senior Planner, and other key supporting staff (including subcontractor OQA) are introduced briefly on the following pages. Each brings outstanding experience in providing these services to small and mid-sized public agencies. We chose this team to bring experience specifically in the needs identified in the RFP, focusing on inter-governmental collaboration, the efficient use of shared but limited resources, and the reliance on local community “can-do” strength across every plan. WSP and OQA will work as a cohesive, blended team throughout this project to provide the City with a solid end product that is steeped in local knowledge and experience with the challenges and opportunities of this region.



Trevor Clifford – WSP

Project Manager

Trevor Clifford is an experienced project manager and senior planner with eleven years of demonstrated expertise in building resilient communities, businesses, and nations. He has provided local and national-level clients with strategic planning support for all phases of disaster management, emphasizing climate change adaptation, hazard mitigation, and disaster preparedness. Trevor has coordinated and collaborated with stakeholders to design risk and capabilities assessments, innovate actionable strategies, develop and implement plans, and respond to some of the greatest disasters facing our nation. Trevor strives to ensure an equitable and inclusive approach to engaging all stakeholders and community members for sustainable results throughout his projects. As a project manager, he ensures the projects stay on time, fulfill agency requirements for funding, and are responsive to the needs of each community and its members.

Years of Experience

11

Education

M.A., Urban and Regional Planning, University of Colorado Denver

B.A., Social Science and Public Policy, University of New South Wales

Professional Experience

- **Emergency Fuel Needs Assessment and Allocation, City of Eugene, Oregon (2018-Ongoing).** Project Manager responsible for providing the City and its planning partners with training on a statistical model to determine emergency fuel needs and its allocation during a Cascadia earthquake type of event, including the development of a plan with annexes for each planning partner and the facilitation of a tabletop exercise to test the efficacy of the plan.
- **Emergency Operations Plan Update, Confederated Tribes of Siletz Indians, (2021-Ongoing).** Project Director responsible for leading the update of CTSI's EOP to reflect Oregon State's 2021 Comprehensive Emergency Management Plan (CEMP) with revised Emergency Support Function (ESF) Annexes. The project includes a crosswalk of the updated ESFs in relation to the Tribes' departments that will be responsible for the ESFs and the Tribes' emergency response capabilities.
- **Emergency Operations Plan Update, Polk County, Oregon (2020-2021).** Project Manager responsible for leading the updating of the County's EOP, including updating all Incident Annexes, Recovery Support Functions, and Emergency Support Functions (ESF). This includes adding a cybersecurity ESF and updating all public-health related plan sections with lessons learned from COVID-19.
- **Hazard Mitigation Plan, Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians, Oregon (2020-2021).** Project Manager and senior planner for the Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians 2020 HMP update.
- **Oregon Metro, Solid Waste Disaster Preparedness and Resilience Working Group, Oregon (2021-Ongoing).** Project Manager, guiding the project concept, leading QA/QC of materials, and supporting workshop facilitation.
- **Oregon Department of Transportation and Oregon Office of Emergency Management, 2020 Wildfire Debris Management Taskforce, Oregon (2021-Ongoing).** As Project Manager, Trevor is responsible for providing updates to executive leadership at the State of Oregon regarding public information-related efforts in support of the 2020 wildfire recovery efforts. He is also responsible for coordinating engineering support for damage assessments and claims for disaster declarations throughout the state, related to the 2020 wildfires and other disasters.



Faye Walstead – WSP

Senior Planner

Ms. Walstead has over 20 years of experience as an Environmental Scientist and Senior Emergency Planner in the US Army and several municipalities. She has a solid understanding of government regulations, permit requirements, and operational standards, having worked for municipalities of various sizes. Faye specializes in hazard mitigation and emergency response, planning, and management. Her experience includes roles within EOC operations and logistics from the exercise and real-incident perspectives, she is currently serving in the Army Reserves as a multi-agency operations liaison. She is a dynamic educator, granted awards for Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) and Hazardous Materials (HAZMAT) Response, and all-hazards emergency response course instruction both in the military and for WSP as part of the Environmental Protection Agencies Superfund Technical Assessment Response Team.

Years of Experience

21

Education

Bachelor of Science (BS),
Environmental Management
Columbia Southern
University

Professional Experience

- **City of Eugene Fuel Assessment Tool and Fuel Needs Assessment and Allocation, Oregon (2018-Ongoing).** In Phase 1, Ms. Walstead worked as Project Manager with a team to develop an assessment tool to inform planning for fuel needs during a disaster. She analyzed multiple catastrophic disasters to inform recommended setpoints for disaster phase timelines and allocating assets among Emergency Support Functions and phases. In Phase 2, Ms. Walstead is providing the City and its planning partners with training on a statistical model to determine emergency fuel needs and its allocation during a Cascadia earthquake type of event, including the development of a plan with annexes for each planning partner and the facilitation of a tabletop exercise to test the efficacy of the plan.
- **Confederated Tribes of Siletz Indians, Emergency Operations Plan, Oregon (2021-Ongoing).** Ms. Walstead serving as project manager for the CTSI 2021 EOP update. The update will align the Emergency Support Function (ESF) Annexes of the plan to the State of Oregon's 2021 Comprehensive Emergency Management Plan's updated ESF structure.
- **Polk County Emergency Operations Plan, Oregon, (2021).** Ms. Walstead is providing support in workshop presentations and training materials to introduce the updates for the Polk County Emergency Operations Plan. The basic plan updates align with recent changes to the State Comprehensive Emergency Management Plan.
- **Benton-Corvallis Emergency Operations Plan, Oregon (March-November 2020).** Benton County, Oregon, and the City of Corvallis teamed for an Integrated Emergency Operations Plan update, which included significant Emergency Support Function Annex re-writes and a template for developing their Continuity of Operations Plan. She worked with the team to identify gaps in Mutual Aid Agreements and developed a plan to close those gaps. As Project Manager and Lead Writer, Ms. Walstead worked with the two entities and multiple departments and partners to ensure all aspects of response were addressed to create cohesion and consistency and allow for a more seamless joint response with their shared assets.
- **Lincoln County Fuel Management, Oregon (2019).** In support of this project, Ms. Walstead developed a Medical Facility Fuel Management Annex template consistent with the Oregon Fuel Action Plan and the Lincoln County Fuel Management Plan. She developed a Player's Handbook and supporting materials for the County to continue performing Tabletop Exercises.



Years of Experience

20+

Education

M.P.A., Master of Public Administration Disaster Management, American Military University, 2020

B.A., Bachelor of Arts Emergency and Disaster Management, American Military University, 2011

A.S., Associate of Science Emergency Management, Community College of the Air Force, 2007

Alexander S. Ubiadas Jr., MPA, CEM, TSSP

Technical Advisor

Alexander Ubiadas, Jr. is an experienced emergency management professional with more than 20 years of cumulative experience in the military and civilian sectors. He has been responsible for developing and administering all-hazards emergency management and security programs and projects. These projects have included roles such as an Exercise Evaluation Team (EET) member, Emergency Operations Center (EOC) Director and Manager, Emergency Support Function 5 (ESF-5) representative, Multi-Agency Coordination Center (MACC) representative at various jurisdictional levels, Emergency Responder, Emergency Management Instructor, Incident Commander, and more. His experience has recently focused on managing the ongoing coronavirus pandemic (COVID-19) as the Emergency Manager for the Tri-County Metropolitan Transportation District of Oregon (TriMet).

Professional Experience

■ **Oregon Metro On-Call Emergency Management Planning, Portland, Oregon:** Alexander led the facilitation of the regional multi-jurisdictional Solid Waste Disaster Preparedness and Resilience Working Group meetings on behalf of Oregon Metro. He collaboratively planned the forward momentum of the working group on the client’s behalf, ensuring progress toward completion of disaster resilience goals and tasks established by the 2030 Regional Waste Plan. WSP is providing on-call consulting services for disaster-related planning on a task order basis for Oregon Metro.

Previous Experience

- **Emergency Manager, Tri-County Metropolitan Transportation District, Oregon (2016-2020).** Alexander was responsible for managing the development and implementation of TriMet's emergency management, law enforcement, and security programs within its jurisdictional boundaries encompassing three counties and a population of over 300,000 people daily across the Bus, Light Rail, Commuter Rail, and Para-Transit service modes. He also served as an on-call Agency Safety Officer, ensuring all federal and state regulatory safety requirements were met, including responding to and investigating mishaps and hazards on the system. Alexander was responsible for TriMet's incident management of the COVID-19 pandemic. Novel coronavirus procedures included:
 - Activating and managing the EOC
 - Activating the ICS structure
 - Implementing the EOP
 - Implementing the Continuity of Operations Plan (COOP)
 - Maintaining close coordination with various public health authorities and other external partners
 - Providing subject matter expertise to the Virus Leadership Team ensuring compliance with current health guidance and industry best practices
 - Providing just-in-time ICS training to staff assigned to the ICS structure
 - Providing various reports to internal and external stakeholders regarding changes in public health guidance and TriMet's plans for ensuring a safe system



Mike Edrington

Associate, OQA, Inc.

Mike Edrington has 37 years of experience with the US Forest Service/Bureau of Land Management and the State of Colorado with assignments as a Law Enforcement Officer, District and Forest Fire Management Officer, Assistant District Ranger and District Ranger, Deputy Forest Supervisor, Forest Supervisor, and Regional Director for Fire and Aviation Management. Mr. Edrington now provides local, state, and national NIMS/ICS based training, exercises, planning, and program reviews as an Associate of OQA, Inc. He offers 45 years of key leadership performance in public and emergency management services and is a national expert in ICS and NIMS development, planning, management, and instruction.

Years of Experience

55+

Education

BS, Forestry/Forest Recreation, Colorado State University, 1968.

Graduate Course Work, Utah State University, 1979.

Graduate Course Work, Colorado State University, 1975.

Graduate, Colorado Law Enforcement Academy, 1969

Professional Experience

Instruction, Exercises and Planning

■ 35 years lead instructor for NWCG, EMI, and NFA courses such as Advanced Incident Management, Area Command, Command and General Staff, AHIMT course, Advanced Incident Leadership for Agency Administrators, C&G for local IMT's. Instructor and course coordinator for Multi-Agency Coordination Groups. Instructor for EMI and NWCG ICS and position courses for Command and General Staff position courses. Mr. Edrington has designed and provided the full range of HSEEP exercises and emergency management planning for Local, Regional, State and Federal agencies. He has provided these services across the United State and in Israel and Spain.

Incident Command

- Mr. Edrington has 10 years as a single resource and unit leader, 12 years as Type 1 and 2 Incident Commander, command and general staff, 36 years as a member of a National Area Command Team, 16 years as a National Area Commander and 36 years as a MAC Group Coordinator. Currently he is the Deputy Area Commander on National Interagency All Hazards Area Command Team 1. He has led and participated in IMT and Area Command deployments for hurricanes, law enforcement responses, earthquakes, wildland fires, and search and rescue. A number of these deployments included responsibilities for mass care and shelter operations.

Coordination Project Highlights

- Supported development of the Portland Metro UASI Area MACS and MAC Group processes, exercises, plans and handbooks, training.
- Provided the Bay Area and Alameda County EOC processes and JAS, training, and exercises.
- Provided resource request, and tracking process design, and EOC processes for Skagit County, WA Department of Emergency Management.
- Provided EOC processes, SOPs, and plans for the Idaho Office of Emergency.
- Served as the lead planner, exercise director, and evaluator for multiple functional exercises for the Oregon Region 1 Health Preparedness Program and the OR DPSST.
- Participated in the design and was the lead facilitator for functional exercises for Washington Regions 1 and 4 and development Washington Region 9 ROP, processes and organization for Regional EOC.
- Participated in the design and planning for the PGE northwest EOC.
- Provided training and standards for local counties EOC staff.



Gayla M. Ernst

Associate, OQA, Inc.

Ms. Ernst has 35 years with the US Forest Service, Bureau of Land Management, US Army Corps of Engineers, and Walla Walla County, WA., with assignments as Public Information Officer, District Ranger, Associate District Manager, Recreation Staff Officer, Center Director, COE Emergency Management Branch Chief, and Walla Walla County Emergency Management Director. Ernst has 11 years as an Associate of OQA, providing local, State, and National NIMS/ICS based training, exercises, planning, and program reviews.

Ernst has 35 years of key leadership performance in Federal and County public and emergency management services and is a national expert in ICS development, management, and instruction.

Years of Experience

35+

Education

Washington State
University, 1972

Eastern Oregon University,
1992

Recreation Short Course,
Clemson University, 1995

Master Gardener, Oregon
State University, 2002

Professional Experience

Teaching and Facilitation

- Ms. Ernst has 25 years as a facilitator and moderator of meetings and conferences. She excels at helping large and small groups achieve meeting objectives and reach sustainable decisions in inclusive, productive, and creative settings. She specializes in moderating leadership conferences, strategic planning workshops, and union/management partnership meetings.
- She has 14 years' experience as an ICS instructor and has planned and conducted a multitude of emergency exercises and drills for all-hazard scenarios, including table-tops, enhanced tabletops, functional and full-scale exercises –all following standard Homeland Security doctrine and practices.
- Ms. Ernst is a Type 1 Public Information Officer, experienced at all-hazard incident information gathering and dissemination through media, public meetings, and documents.

Coordination Project Highlights

- Director of Walla Walla EMD, initiating EOC plan development and coordination for Walla Walla County, 5 cities within the county, and fire and police departments.
- Lead instructor for EOC organization and coordination for Skagit County, WA.
- Lead planner for multi-agency exercises for the Los Angeles UASI area.
- Lead for the Homeland Security Dam Sector Exercises, Eastern WA.
- Lead planner for Walla Walla County; Walla Walla District; Army Corps of Engineers; City of Walla Walla, WA, and Phoenix District BLM for COOP development.
- Team member to design and develop Washington R-9 Emergency Operations Plan.
- The EM Branch Chief of Walla Walla District, US Army Corps of Engineers, including EOC activation, ESF response team activation, district-wide levee management and flood response supervision.
- SIM cell team, evaluator, and planner for Oregon OEM Cascadia raising 2019

IV. SIMILAR EXPERIENCE AND PAST PERFORMANCE

Project Name	Client Contact	Address	Phone	Email	Company
Emergency Operations Plan 2021 Update, Polk County, OR	Dean Bender, Emergency Manager	Emergency Management Department 820 Ash Street, Dallas, Oregon 97338	503-623-0715	bender.dean@co.polk.or.us	WSP
<p>Polk County Emergency Operations Plan 2021 Update, Oregon (2020-2021). WSP is assisting Polk County with their 2021 EOP update, working with County departments and planning partners to update the basic plan and all incident annexes and emergency support functions. This update will ensure that the County’s EOP aligns with the most recent State of Oregon and federal guidance, and include lessons learned from recent wildfire and ongoing COVID-19 response efforts. Additionally, this update will include the addition of a cybersecurity incident annex.</p>					

Project Name	Client Contact	Address	Phone	Email	Company
Emergency Fuels Needs Assessment	Carrie Karl, Emergency Manager	Employee Resource Center 940 Willamette St. Suite 200 Eugene, OR 97401	Desk 541.682.5130; Cell 541.214.6964	CKarl@eugene-or.gov	WSP
<p>Project Summary: City of Eugene Emergency Fuels Needs Assessment and Allocation Planning, Oregon (2018-Ongoing)</p> <ul style="list-style-type: none"> ■ Project Phase 1 (2018-2020). WSP supported the City of Eugene and its partners with conducting a fuel needs and storage capacity assessment to better understand requirements before, during, and after a disaster. Key outcomes for this project included: <ul style="list-style-type: none"> ▪ A Fuel Needs Assessment enhances the energy sector's resilience in the project area. It improves the community’s ability to respond to and recover from disasters, including a Cascadia Subduction Zone (CSZ) earthquake. ▪ A data-driven analysis of fuel needs for the project areas described in the RFP reflects seasonal variations and fuel needs for emergency operations. ■ Project Phase 2 (2021-Present): The second phase will expand the scope of the assessment to ensure the modeling program is updated from the standard data settings to reflect each jurisdictions’ specific data. WSP will then provide training on the assessment modeling program to the City of Eugene’s planning partners, ensuring the data informing the models are continuously updated and correct, thus verifying the model outputs are accurate. This will result in a product that is easily understood and replicable to support ongoing fuel needs assessments and allocation. <p>Oregon Statewide Capabilities Assessment Tool, (2012-Ongoing). Continuity of Government (COG) Plan was developed for the Cow Creek Band of Umpqua Tribe of Indians’ (CCBUTI’s or Tribe’s) departments. WSP is supporting the Tribe with developing a robust program guided by policy from the Tribal leadership, implemented by staff with defined roles and responsibilities, supported by management processes, and validated through documentation and continuous improvement. WSP is supporting this effort through a multi-phased process:</p> <ul style="list-style-type: none"> ■ Phase 1: Gap Assessment: developing a proper understanding of the Tribe’s pain points and existing gaps in continuity of government. ■ Phase 2: Impact Analysis: identifying targets for minimum service and system requirements as a reasonable time-based goal for full-service restoration. <p>Phase 3: Program Development: creating system-wide and department-specific plans and procedures to guide COG operations and ensure adequate resources for program implementation.</p>					

Project Name	Client Contact	Address	Phone	Email	Company
Regional Disaster Preparedness Organization (Portland Metro UASI Region – five counties)	Denise Barrett, Manager	Regional Disaster Preparedness Organization 3732 SE 99th Ave. Portland, OR 97266	503-823-8632	Denise.barrett@portlandoregon.gov	OQA
<p>Project Summary: Portland Metro Area UASI and Oregon Region 1 Health Preparedness Organization Operational Planning, Training, and Exercises (2012-Ongoing). OQA’s work included development of operational plans, handbooks, training, and exercises for the five county Portland Area UASI and the Oregon Region 1 Health Preparedness Organization (HPO) for coordination and the Multi Agency Coordination Systems. ICS, position, and Incident Management Team training was developed and given by OQA for the HPO and agencies within the Portland UASI Region. Each year follow up training and exercises are developed by OQA and given for both HPO Multi Agency Coordination Group (MACG) and the UASI Region MACG. OQA Associates have given direct support during the past year’s COVID-19 response to both MACGs. The OQA ICS planning course has been given to both the UASI Regional agencies and the HPO member agencies. OQA is now conducting an AAR covering the past year’s Covid-19, wildland fires, civil unrest, and ice and snowstorm responses for all the coordination organizations in the UASI Region.</p>					

V. FAMILIARITY WITH AND AVAILABILITY TO THE RESPONSE AREA

Our Project Manager, Trevor Clifford, is based in the Portland metro area and leads emergency and hazard mitigation related plans for several counties, tribes, and cities in Oregon, including the City of Eugene, the Confederate Tribes of Siletz Indians (CTSI), the Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians (CTCLUSI), Polk County, and various Oregon State agencies. All three WSP key personnel are Portland-based, working on these projects and others, including Lincoln County and a joint project with Benton County and the City of Corvallis.

The Linn County EOP was developed by Ecology and Environment, Inc., which is now WSP. Our historical engagement in that project allowed our team to become intimately familiar with the Linn County plan, particularly from the perspective of understanding the needs and capabilities of jurisdictions that adjoin the County, where WSP serves several other municipal clients with related services. We know the communities of Lincoln, Benton, and Lane well, and understand their individual situations, strengths and needs within Linn County and the Willamette basin. We have the added benefit of a team member who served as the Agency Administrator for the Willamette National Forest, U.S. Forest Service with a satellite office in Sweet Home for five years.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177		CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM	
INSURED WSP USA Solutions Inc. One Penn Plaza New York, NY 10119		WSPGLOB-01 INSURER(S) AFFORDING COVERAGE INSURER A : Liberty Insurance Corporation NAIC # 42404 INSURER B : Zurich American Insurance Company 16535 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1816179594 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO983581908	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 7,500 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-621-094060-031	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-62D-094060-011	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIRTY (30) DAYS NOTICE OF CANCELLATION.
 AS A MATTER OF RECORD

CERTIFICATE HOLDER AS A MATTER OF RECORD	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Task #	Task Name	Hourly Rate	Quantity (Hrs)	Total
1	Project Management			
	Trevor Clifford	\$ 183.04	3.00	\$549.13
			3.00	\$549.13
2	Stakeholder Engagement (93hrs)			
	Mike Edrington	\$ 134.88	19.00	\$2,562.72
	Trevor Clifford	\$ 183.04	19.00	\$3,477.81
	Dane Kovaleski	\$ 76.62	19.00	\$1,455.75
			57.00	\$7,496.28
3.0	EOC Quick Start Guide (160hrs)			
	Gay Ernst	\$ 134.88	32	\$4,316.16
	Mike Edrington	\$ 134.88	32	\$4,316.16
	Trevor Clifford	\$ 183.04	12	\$2,196.51
	Alex Ubiadas	\$ 204.98	12	\$2,459.77
	Dane Kovaleski	\$ 76.62	32	\$2,451.79
			120.00	\$15,740.39
4.0	Mutual Aid Recommendations Report (100hrs)			
	Gay Ernst	\$ 134.88	20	\$2,697.60
	Mike Edrington	\$ 134.88	20	\$2,697.60
	Trevor Clifford	\$ 183.04	9	\$1,647.39
	Alex Ubiadas	\$ 204.98	9	\$1,844.83
	Dan Kovaleski	\$ 76.62	27	\$2,068.70
			85.00	\$10,956.11
			Total	\$34,741.92

**INTERGOVERNMENTAL AGREEMENT
FOR SHARED DISASTER PREPAREDNESS CONSULTANT**

PARTIES: Lebanon Rural Fire Protection District
a rural fire protection district organized and operated pursuant to ORS Chapter 478,

Brownsville Rural Fire District
a rural fire protection district organized and operated pursuant to ORS Chapter 478,

Sweet Home Fire and Ambulance District
a rural fire protection district organized and operated pursuant to ORS Chapter 478,

City of Brownsville
a municipal corporation of the State of Oregon,

City of Lebanon
a municipal corporation of the State of Oregon,

City of Sweet Home
a municipal corporation of the State of Oregon.

RECITALS

- A. Lebanon Rural Fire Protection District, Brownsville Rural Fire Protection District, Sweet Home Fire and Ambulance District, City of Brownsville, City of Lebanon, and City of Sweet Home (collectively the “Parties”) all provide emergency and disaster response services within their respective jurisdictions and are all located within close proximity in Linn County, Oregon (the “Response Area”).
- B. The Parties are all units of local government with the ability to enter into intergovernmental agreements pursuant to ORS 190.010.
- C. The Parties desire to enter into an intergovernmental agreement to allow them to jointly hire a consultant to assess the Parties’ existing capacity to respond to emergencies and disasters, identify opportunities for the Parties to improve their ability to respond to emergencies and disasters, and develop an emergency operation plan and training program (collectively the “Services”) that the Parties can use to coordinate mutual emergency and disaster response in the Response Area.

AGREEMENT

In consideration of the terms and conditions of this Agreement and pursuant to the authority granted by ORS 190.010, the Parties agree as follows:

1. Term.

The term of this Agreement will commence on July 1, 2021 and will continue unless terminated earlier pursuant to Section 9 of this Agreement.

2. Representatives and Meetings.

a. Each party to this Agreement shall designate a representative to participate in work under this Agreement and to make decisions required under this Agreement on its behalf. Each party shall be responsible for providing its representative with sufficient lawful authority to act on its behalf. Any party may replace its representative by providing written notice to the Parties in accordance with Section 8 of this Agreement. The Parties may add additional entities as parties to this Agreement by unanimous vote and by executing an amendment to this Agreement.

b. As of the date of this Agreement, the Parties shall have the following representatives:

- i. Lebanon Rural Fire Protection District: Joseph Rodondi, Fire Chief
- ii. Sweet Home Fire & Ambulance District: Dave Barringer, Fire Chief
- iii. Brownsville Rural Fire Protection District: Kevin Rogers, Fire Chief
- iv. City of Brownsville: S. Scott McDowell, City Administrator
- v. City of Lebanon: Nancy Brewer, City Manager
- vi. City of Sweet Home: Raymond Towry, City Manager

c. The Parties shall meet to discuss Services under this Agreement on an as needed basis.

d. A quorum of 4 of the 6 Parties will be required to discuss Services under this Agreement.

3. Consultant.

The Parties agree to hire a consultant (the "Consultant") to perform Services, as identified in Section 4 of this Agreement. The Parties shall agree on the method they will use to select the Consultant by July 1, 2021, which shall at least conform with each parties' applicable public contracting rules but may exceed those procedural solicitation requirements. Such agreement must be unanimous (all six Parties must agree). Each Party shall require that the Consultant performing responsibilities pursuant to this Agreement have insurance coverage that the Party typically requires for the type of work, with each Party and its governing Board or Council members, officers, employees, and agents covered as additional insureds for general and any auto liability coverage. Each Party shall also require in any contracts with Consultant that the independent contractors, licensees, invitees or vendors agree to indemnify each of the Parties to this Agreement in accordance with the terms in Section 9. After selecting the Consultant, The City of Sweet Home shall:

a. Serve as the primary point of contact to coordinate Services under this Agreement with Consultant;

b. Execute a contract (the "Contract") with Consultant to perform Phase I of Services under this Agreement;

- c. Coordinate payments to Consultant for Phase I of Services performed under this Agreement; and
- d. Distribute billings to the Parties for Services performed by Consultant under this Agreement.

4. Services.

a. The Parties agree that any contract entered for the stated purpose will include the following deliverables:

- i. Assess the strengths and weaknesses of Parties' existing local emergency and disaster response plans and responses to recent emergencies;
- ii. Assess the Parties' existing operational capacity and infrastructure to respond to emergencies and disasters;
- iii. Identify potential partners and sources of expertise that could help the Parties respond to emergencies and disasters in the Response Area;
- iv. Identify potential resources related to the purpose;
- v. Develop a written report (the "Report") detailing findings from any services performed including necessary presentation of finding.

b. The Parties agree that the tentative timeline and any payments will be handled under contract with the third-party. See Exhibit A.

c. After any contract is completed, the Parties shall evaluate the findings and evaluate any third-party's performance. Any decisions made under this subsection shall be unanimous.

5. Payments.

a. The City of Sweet Home will provide monthly invoices to the Parties that reflect the cost of Services performed by Consultant. Cost sharing between the Parties will be outlined in Exhibit B. Payment shall be due within 30 days of the date of invoice. Invoices may be made by electronic means.

b. Notwithstanding Section 13 of this Agreement, any disputes with regard to required payments under this Agreement shall be resolved by the representatives of the Parties. Any dispute that cannot be resolved by the representatives shall be presented to each party's respective governing body for possible resolution prior to initiation of any conflict resolution, collection or enforcement proceedings.

6. Inspection of Records.

Each of the Parties shall have the right to inspect, at any reasonable time, such records in the possession, custody, or control of any other party necessary for review of the Parties' rights and obligations under this Agreement. The cost, if any, of such inspection shall be borne by the inspecting party. This right does not extend to records privileged or otherwise exempt from disclosure under

applicable law. Any party required under this Agreement to create or develop records must maintain those records for inspection. The City of Sweet Home shall be responsible for communications with Consultant regarding Services under this Agreement and shall forward all communications and deliverables to the other parties. Each of the Parties shall receive a copy of any deliverables that Consultant produces under this Agreement and shall have an equal ownership interest in such deliverables.

7. Notice.

a. All notices allowed or required by this Agreement shall be deemed to be given: (i) when delivered personally to the individual designated below; (ii) three (3) calendar days following deposit in the United States mail in a sealed envelope, registered or certified mail, postage prepaid, return receipt requested; (iii) on the following business day if sent by overnight delivery or (iv) three (3) calendar days following an email with a read receipt for confirmation. Notices allowed or required by this Agreement will be sent to the following addresses:

Joseph Rodondi, Fire Chief
Lebanon Rural Fire Protection District
1050 W. Oak Street
Lebanon, OR 97355
jrodondi@lebanonfire.com

Dave Barringer, Fire Chief
Sweet Home Fire & Ambulance District
1099 Long Street
Sweet Home, OR 97386
dbarringer@sweethomefire.org

Kevin Rogers, Fire Chief
Brownsville Rural Fire Protection District
P.O. Box 189
Brownsville, OR 97327
chief@brownsvillefire.com

S. Scott McDowell, City Administrator
City of Brownsville
P.O. Box 188
255 N. Main Street
Brownsville, OR 97327
admin@ci.brownsville.or.us

Nancy Brewer, City Manager
City of Lebanon
925 S. Main St.
Lebanon, OR 97355
nbrewer@ci.lebanon.or.us

Raymond Towry, City Manager
City of Sweet Home
3225 Main St.
Sweet Home, OR 97386
rtowry@sweethomeor.gov

b. Any party may change its notice address at any time by delivering written notice of the new address to the other Parties.

8. Termination.

The Parties may terminate this Agreement immediately by expressing their intent to terminate in a mutually signed writing, but each shall remain responsible for its pro-rata share of payments due to Consultant for Services performed up to the date of termination. If one party desires to withdraw from this agreement, notice shall be given in writing to the other Parties. The withdrawing party shall not be responsible for any costs incurred by or for the remaining Parties after the withdrawal date. The withdrawing party shall receive all Consultant communications and deliverables produced under this Agreement until withdrawal becomes effective.

9. Indemnity.

a. Each party shall be responsible for the acts of its respective employees, officers, and agents under this Agreement. No party, nor any elected or appointed official, officer, board member, employee, volunteer, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions, failures to act, or willful misconduct of any other party, its officers, board members, employees, volunteers or agents, in connection with this Agreement or arising out of any Services performed under this Agreement.

b. Notwithstanding anything to the contrary in Section 10(a) above and subject to the Oregon Constitution and the Oregon Tort Claims Act, each of the Parties agrees to defend and indemnify the others against any and all third-party liabilities, causes of action, damages, or costs for injury or damage to life or property related to or arising from actions or failures to act under this Agreement. The obligations assumed in this Section 10(b) shall survive the termination or expiration of this Agreement.

10. Insurance.

Each party to this Agreement will obtain and maintain commercial general liability insurance or equivalent coverage, or self-insurance, covering its activities under this Agreement in at least an amount equal to the party's liability limits under the Oregon Tort Claims Act.

11. Personnel.

a. Each party to this Agreement agrees to provide workers' compensation insurance coverage to its employees and volunteers and each party shall supervise its individual employees performing work under this Agreement. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws.

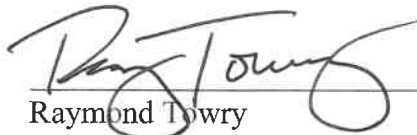
b. The Parties to this Agreement are each an independent agency for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be an employee, agent, or contractor of any other party for any purpose, except to the extent specifically provided in this Agreement. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, employee, partnership, joint venture, or any similar relationship, and each party hereby specifically disclaims any such relationship.

c. The employees of each party to this Agreement are not employees of any other party and are not eligible for any benefits through any other party, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, or retirement benefits.

12. Dispute Resolution.


a. The Parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the designated representatives. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

CITY OF SWEET HOME


Raymond Towry
City Manager


6/17/2021
Date

CITY OF LEBANON


Nancy Brewer
City Manager

6/17/2021
Date

CITY OF BROWNSVILLE


S. Scott McDowell
City Administrator

06.17.2021
Date

SWEET HOME FIRE AND AMBULANCE DISTRICT


Dave Barringer
Fire Chief

6/17/2021
Date

EXHIBIT A – Consultant Contract with the Parties

EXHIBIT B – Cost Sharing Between Parties

Will be determined after contract costs are established and require a unanimous vote as outlined in Section 3 of this Agreement.

SWEET HOME POLICE DEPARTMENT
CHIEF OF POLICE
 1950 Main Street
 Sweet Home, OR 97386
 (541) 367-5181 Fax (541) 367-5235

	This Month	Last Month	Last Year	Year to Date	5 Year
	09/30/22	08/31/22	09/30/21	09/30/22	
Call Volume	776	951	705	6877	6801
CAD Calls	1522	1763	1277	12509	13099
ONIBR Person Crimes	20	20	15	142	133
ONIBR Person Crimes Cleared	10	19	9	110	96
ONIBR Property Crimes	67	84	37	480	425
ONIBR Property Crimes Cleared	19	11	9	118	125

Trends:

We are excited to announce that our newest dispatcher, Tawny Allen, graduated from Basic Telecommunication Academy on October 12th, 2022. Tawny was the academy class leader and played a significant role for her class.

Our K9 Officer Prather has been doing research for our K9 program. He hopes to do a presentation on his findings for council soon.

Attached to this report is a breakdown of the calls for service during September 2022. Person Crimes stayed about the same this month, however we had another significant decrease in the Property Crimes category. Not only did we have a significant decrease for the second month in a row, but we also had an increase in our clearance rate of those property crimes. We hope this trend continues and will continue to monitor the numbers for any changes.