



**City of Sutherlin  
Regular Council Meeting  
Monday, October 14, 2019  
Civic Auditorium – 7:00 p.m.  
AGENDA**

**Mayor Todd McKnight**  
Council President Boggs  
Councilors Stone, Tomlinson, Vincent, Sumner and Wattles

- 1. CALL TO ORDER / FLAG SALUTE**
- 2. ROLL CALL**
- 3. INTRODUCTION OF MEDIA**
- 4. PUBLIC COMMENT**

[The purpose of citizen comment is to allow citizens to present information regarding agenda items only. A time limit of three minutes per citizen shall apply.]

**5. PRESENTATIONS**

- a. Library Update
- b. Sutherlin Schools Update

**6. CONSENT AGENDA**

- a. September 9, 2019 Minutes – Regular Meeting

**7. COUNCIL BUSINESS**

- a. Resolution 2019.16 – Nonpareil Water Treatment Plant Improvement Funding Package
- b. Resolution 2019.17 – Emergency Management Plan
- c. Resolution 2019.18 – Recreational Trails Program Grant Agreement
- d. Resolution 2019.19 – Local Government Grant Program Agreement
- e. Ford's Pond Wetland Delineation Contract Proposal Agreement

**8. REPORTS**

- a. Second Hand Dealers – Ordinance Proposal

**9. STRATEGIC PLAN UPDATE** (Report in Council Packet)

- a. Central Park Holiday Lighting Display
- b. Community Center Discussion
- c. System Development Charge Update
- d. Fire Department Update

**10. CITY COUNCIL COMMENT**

**11. PUBLIC COMMENT**

[The purpose of citizen comment is to allow citizens to present information regarding items off the agenda. A time limit of three minutes per citizen shall apply.]

**12. ADJOURN**

*Members of the audience who wish to address the Council will be invited to do so. Speakers must use the microphone stating their name and address prior to addressing the Council.*

*If you have a disability that requires special materials, service, or assistance, please call 541.459.2856 at least 48 hours prior to the meeting to arrange for accommodations*



# **Call to Order & Flag Salute**





# ROLL CALL





# **Introduction Of Media**







# **PUBLIC COMMENT**

**Agenda Items only**





# PRESENTATIONS



The C. Giles Hunt  
Memorial Library

September 2019  
Volume 2, Issue 4

# Sutherlin Library News

## AND JUST LIKE THAT...

...school is in session. Perhaps it was the cavalcade of awesome summer programs that is the cause, but was this not the fastest summer ever? Nancy Anderson once again put together a wonderful summer reading and enrichment program series that attracted more children—and their adult friends—than ever before! The only remaining evidence is a handful of tie-dyed shirts that are available at a bargain price. Thanks Nancy, Mark, Pam, Barbara and all of the summer helpers. Lots of fun, lots of books to give away, many great hours of memorable activities for our kids.

### *The original Google search*



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#### SPECIAL POINTS OF INTEREST

- Website enhanced
- New book additions
- New audio and e-book resources
- What's Next?

**SUTHERLIN  
LIBRARY  
FOUNDATION  
BOARD**

There are openings on this important board for a representative.

Meetings are monthly for about an hour. If interested, please contact Silvia Monas, Gwen Best or any board member.

**I ASKED THE LIBRARIAN IF THE  
LIBRARY HAD ANY BOOKS  
ABOUT PARANOIA.  
  
SHE WHISPERED: "THEY'RE  
RIGHT BEHIND YOU..."**

**Revisiting 2019 to date**

- ♦ Our website was developed and launched and continues to be upgraded
- ♦ Our LSTA grant for sharing books was submitted and approved
- ♦ Well over 100 attended our “Quilts of Valor” ceremony honoring three special veterans
- ♦ We were presenters at the First Citizen’s banquet
- ♦ The Umpqua Literacy Council helped lead a great volunteer appreciation event
- ♦ Your director attended the Oregon/Washington library convention and accepted one of only eight LSTA grants made in the state
- ♦ Our April 2nd annual Open House was fun, successful and less stressful
- ♦ We reorganized our storage room with help from the Roseburg Library surplus warehouse
- ♦ Our research room opened and is being stocked with digital resources
- ♦ We made five presentations to service and community groups to share our story and describe our services
- ♦ Our summer program was amazing and better attended than ever—almost 200 children attended
- ♦ We applied for and were granted membership in the Oregon Digital Library Consortium
- ♦ We have more new books than ever—and more to come soon!

## **MAJOR CHANGES AHEAD**

**Here are the projects and initiatives for the second half of 2019...**

### **ODLC—Our digital library**

- Membership is year-to-year
- Provides access to more than 45,000 books

### **Volunteer Information and Support**

Training dates being established  
 OLDC webinars  
 Website information being finalized  
 New volunteers to be started with existing teams

### **Bookshare For Those In Care** (children and older adults)

Grant approved for July 1 start date  
 Available materials are being collected  
 Trial to begin late summer 2019  
 Full launch as early as September 2019  
 Management team being trained

### **Dolly Parton Imagination Library**

Ford Family Foundation will fund 50% years 1-3  
 Ford will pay for some administration and promotion  
 HB2274 will pay 50% effective 2020  
 Sutherlin's Library Foundation voted to begin the process  
 We will include Oakland and Elkton

### **Sutherlin Library Foundation Endowment**

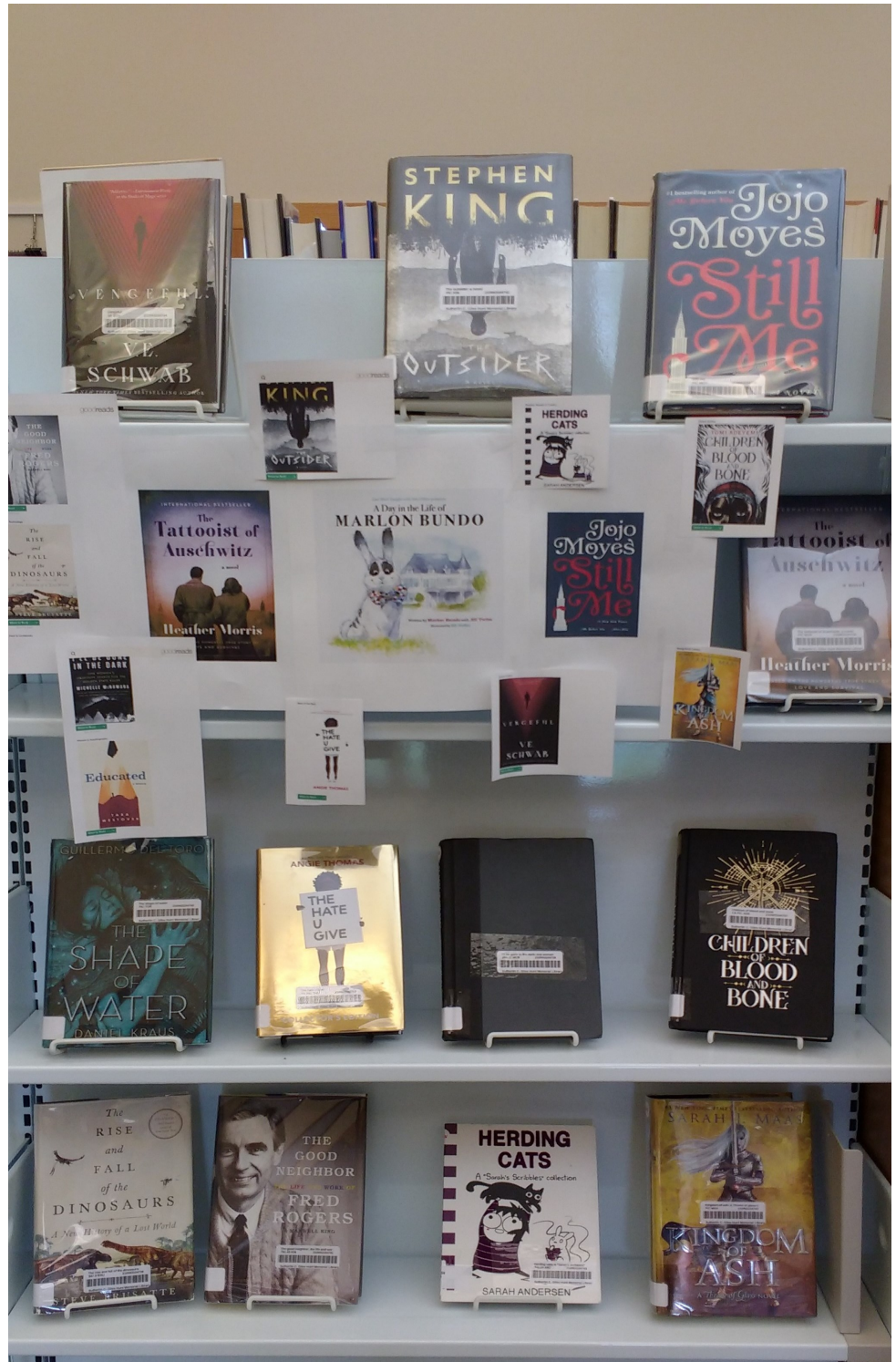
Designed to provide permanent funding source  
 Using 2006 funding list for remodel and addition  
 Will require an endowment management team  
 Will require written agreements





**We have a terrific “New Book” section. Many thanks to our new book donors, our Friends of the Library group, and to those who buy from, read, and donate to the library!!**

... Young Adults and Children have new books to select from as well!



Really “New”...

From the 2019 Good Reads “Best Of” list



# **SUTHERLIN SCHOOL DISTRICT UPDATE (verbal)**





# Consent Agenda





**CITY OF SUTHERLIN**  
**Regular City Council Meeting**  
**Sutherlin Civic Auditorium**  
**Monday, September 9, 2019 – 7:00pm**

**COUNCIL MEMBERS:**

Tom Boggs, Forrest Stone, Michelle Sumner, Travis Tomlinson, Seth Vincent and Becky Wattles

**MAYOR:** Todd McKnight

**CITY STAFF:** City Manager, Jerry Gillham

Finance Director/Assistant City Manager, Dan Wilson  
City Recorder, Diane Harris  
Deputy City Recorder, Melanie Masterfield  
Community Development Director, Brian Elliott  
Community Development Specialist, Kristi Gilbert  
Public Works Director, Aaron Swan  
Police Captain, Kurt Sorenson  
Fire Chief, Mike Lane  
City Attorney, Chad Jacobs (via Skype)

**Audience:** Chuck and Peggy Brummel, Tami Trowbridge, Tom Schaur and Len Bodeen

Meeting called to order by Mayor McKnight at 7:00pm.

**Flag Salute:**

**Roll Call:** Councilor Wattles was excused

**Introduction of Media:** None

**PUBLIC COMMENT** (agenda items only)

- None

**PRESENTATIONS**

- Sutherlin Downtown Survey Results – Power Point  
Community Development Specialist, Kristi Gilbert presented the results of a citywide survey covering several categories:
  - What business categories would people like to see more of? **Top 3 responses were:**  
**Dining & beverage options**  
**Shopping**  
**Entertainment**
  - What type of downtown “look and feel” is appealing? **Top 3 responses were:**  
**Timber Town**  
**Existing facades with standardized colors**  
**Other**
  - What areas does downtown need help? **Among several responses were:**  
**Active and involved businesses that are open and not closed all the time.**  
**Unique retail businesses that will cause people to come here, spend money, stay the night or move here to raise a family.**
  - Most liked about downtown? **Among several responses were:**  
**Small town feel, cleanliness, new lights, trees, hanging flower baskets, friendly feel.**
  - Least liked about downtown? **Among Several responses were:**  
**Lack of dining options, lack of parking, rundown buildings, not much open in the evening, lack of diversified businesses, no entertainment, outdated and empty store fronts.**
  - What are the survey takers connections with downtown? **Top 2 responses were:**  
**47% Sutherlin resident – not in downtown and 38% responses said they were property owners – not in downtown.**

Council continued discussion regarding the results.

City Manager, Jerry Gillham announced that Council was given this power point about a week ago and it would be posted on the City's website.

### **CONSENT AGENDAS**

- **August 12, 2019 Minutes – Workshop Joint Meeting w/Planning Commission**
- **August 26, 2019 Minutes – Workshop Meeting**

Deputy City Recorder, Melanie Masterfield added an amendment to the August 26<sup>th</sup> minutes. A portion of Council's discussion and comments regarding the Community Center rates were previously omitted from the minutes and an updated set was handed out to Council for approval.

**MOTION** made by Councilor Stone to approve Consent Agendas as presented; second by Councilor Tomlinson.

Discussion: None

In Favor: Councilors Stone, Tomlinson, Boggs, Sumner, Vincent and Mayor McKnight.

Opposed: None

Motion carried unanimously.

### **COUNCIL BUSINESS**

- **PW – Flush Truck Purchase**

Staff Report – Public Works Director, Aaron Swan asked Council to approve the purchase of a Flush Truck for the total price of \$423,067.81. Swan explained the truck, manufactured by Sewer Equipment Company of America, is sold by SWS Equipment Inc. The current truck is 20 years old and maintenance cost are becoming substantial. A bid was put out to several businesses and this company provided the only truck that fit the needed parameters.

**MOTION** made by Councilor Stone to approve PW – Flush Truck Purchase as presented; second by Councilor Sumner.

Discussion:

- Councilor Boggs - Where is the truck being built? *Swan – It's being built back east. The company that sells the trucks is in Spokane, Washington and a maintenance shop is located in Sherwood, Oregon.* Is the \$6,000 freight charge because it's coming from back east? *Yes.* It's coming with 800' of hose? *Yes, trying to get 1000' of hose added for the price. There are areas that we need that length. The current truck has 750' and at times it's too short.*
- Councilor Vincent added that the cost of freight coincides with what is being shipped. How did this truck's price compare to the other trucks you bid? *It was the most expensive truck but it was the only one that fit the needed parameters.*
- Councilor Tomlinson – How many years can we get out of this new truck? *I don't see a reason why this one won't last 20 years also.*
- Councilor Stone – What do you think a resale value is on the current truck? *We could potentially put it in an auction, it needs some major engine work so it may only be worth about \$25,000.*
- Councilor Vincent – What's the build time? *Should be ready first of the year.*
- Councilor Stone – How much is being financed? *Finance Director, Dan Wilson – None. With what funding there is in the reserve account and transferring funds from accounts like streets, water, wastewater and parks (that will also use the truck), it won't need to be financed.*

In Favor: Councilors Stone, Tomlinson, Boggs, Sumner, Vincent and Mayor McKnight.

Opposed: None

Motion carried unanimously.

- **Resolution 2019.16 – Community Center Rental Fees**

Staff Report – Deputy City Recorder, Melanie Masterfield asked for approval of Resolution 2019.16 that implemented the increased Community Center rates per Council's request at the August 26<sup>th</sup> workshop meeting. Updates are as follows:

- Hourly rates were increased an additional \$20 from the proposed rate schedule
- The kitchen fee was increased for the 4 hour and all day block.

- The refundable deposit was increased from \$100 to \$150
- Language was added to the Resolution stating that all applicants are required to pay a deposit.
- Language added changing the reservation procedure to a deposit and completed application are required in order to reserve the Center.
- Language added to require a mandatory 48 hour cancellation policy to receive deposit refund.

**MOTION** made by Councilor Sumner to approve Resolution 2019.16 - Community Center Rental Fees as presented; second by Councilor Tomlinson.

Discussion:

- Councilor Stone – Is the deposit refundable? ***Yes as long as the requirements are met.***
- Mayor agrees with raising the rental rates but is concerned with charging the non-profit organizations. He sees them as community groups that are doing things for the community and helping our town in some way. It's understandable trying to re-coop some cost of the operations but there's a reason it's a Community Building. ***Language was added to the resolution that the City Manager has the authority to either partially or fully waive any and all fees for those groups.***
- Councilor Vincent had asked for the annual revenue analysis and how many days a year the building was rented by nonprofits earlier in the day. ***A fiscal analysis report was handed out and the average revenue over the last 6 years was \$7,286.67. The building was rented by nonprofits 211 days out of 365. Also the amount of revenue that would've been collected was \$17,887.***
- Councilor Tomlinson – Is the \$7,286.67 the annual income? ***Gillham – Yes.***
- Councilor Boggs – Are the nonprofit groups all local or are they coming from elsewhere? ***Masterfield – The groups encompass Douglas County but the majority are Sutherlin groups.*** Agrees with waiving rental fees for Sutherlin groups, but out of town groups should pay a fee.
- Councilor Vincent did a comparison chart with other cities and thinks we are raising the rates too high to start with. He thinks a steady increase would be more reasonable. Asked if anyone knew what the Danny Lang Center rented for. ***Gillham – Tami Trowbridge may know.***
- Sutherlin Area Chamber of Commerce President, Tami Trowbridge – For a 7 hour block of time was a \$700 base fee. There is also a multitude of things you could add like a projection screen or media capabilities.
- Councilor Vincent agrees that Council needs to discuss these rates and bring them up to date but disagrees with the very large increase in the first step. The rates need to be stair stepped. Agrees with Mayor that we need to find a way to help the local groups that provide for our community. Agrees with charging a lowered rate for non-local groups. Suggested that Council spend more time discussing and researching potential impact. Thinks the community could be educated in that we want the building to last for a long time and for maintenance, there are costs involved.
- Councilor Stone – Why couldn't this be affected by the COLA (Cost of Living Allowance)? ***Gillham – That's a Council decision. We as a staff are happy to do whatever Council decides. It seems logical to say that this is a community center for a reason and recognize the cost of maintenance and upkeep and plan the budget accordingly to support it.***
- Councilor Tomlinson – It makes sense if you don't want to charge non-profits but need to raise the rates for the people that are renting it.
- Councilor Sumner – The rates still need to be raised to cover some of the cost. Just because it's a community center and it's for the community to use, doesn't mean it's free. Agrees with offering the local no-profits a discounted rate. Doesn't agree with free use. Likes the idea of raising it in small increments every year.
- Councilor Stone – How many people are in the non-profits? Are they big groups, small groups? ***Masterfield - It varies.*** Suggested using the Library for some meetings. ***Gillham - The Library is tied with the online school, SVOA and isn't available.***
- Councilor Vincent feels that everyone should chip in. Suggested a certain number of days free per month for the groups. ***Masterfield – On the comparison chart presented in May of like size cities and nearby cities, they either charged the fee waiver applicants a half price or limited the amount of use they had to make it available to other community members.***
- Councilor Vincent stated that Drain offers a local and non-local price list.
- Mayor asked Council if they wanted to spend some time talking with nonprofits in town to get their input. Council disagreed.
- Councilor Vincent thinks that Council needs to look into prices a little more.

- Councilor Tomlinson suggested offering a 2 year plan. Keep the non-profits free of charge. Raise the rates from the first proposed schedule and reevaluate in two years. Feels that community members need to have the same rental opportunities as the non-profits.
- Councilor Vincent – Do the non-profits fill the calendar on January 1<sup>st</sup>? ***City Recorder, Diane Harris – Periodically. It's throughout the year.*** Suggested letting them only book out six months in advance.
- Councilor Tomlinson added that the major weekends are most likely what's being used by non-profits. And those are times when community members will want to use it as well. Suggested blocking out dates, holidays etc.
- Councilor Sumner - Those holiday weekends could have a fee.
- Councilor Vincent agrees with Councilor Tomlinson and suggests looking at the historical groups that benefit the community.
- City Attorney, Chad Jacobs added that Sutherlin Municipal Code section 12.37.110 – Waiver of rental fees states that “A private nonprofit association or corporation which is located in the city or which provides services with the city; During the 12 months prior to the application, members have performed more than 40 volunteer hours of services that benefit the city or the citizens of the city as documented on the application for waiver of fees; The city, at its discretion, may waive the rental fee for the premises and personality if requirements are met.”
- Councilor Vincent – Does the City have a reservation calendar for the last four years? Wants to see the key groups that really benefit the community. Need to check into the non-profits meeting the qualifications.
- Gillham clarified that Mayor will gather information from Council and City Staff will inventory non-profits and put them into categories of local, non-local and historical groups and we'll bring that back to Council in October or November.

Councilor Sumner made an amended motion to table Resolution 2019.16 to a future date and for Council to gather further information; second by Councilor Tomlinson. Council voted in favor unanimously.

- **IGA – Douglas County Communications Service**

Staff Report – Police Captain, Kurt Sorenson asked Council to approve a three year Douglas County Communications Service Agreement for FY 2019/2022. Sutherlin contracts with Douglas County Communications for emergency and routine police communications services on a 24 hour basis. Total cost for service is \$101,245.25. Included services are:

- 24 hour radio communications
- Written recorded logging
- Radio paging services
- Liaison work with other communications system users
- New contract will cover Dispatching fees and Radio Maintenance fees

**MOTION** made by Councilor Tomlinson to approve IGA – Douglas County Communications Service as presented; second by Councilor Sumner.

Discussion:

- Councilor Stone – Is this service on a variable rate? ***Yes.***
- Councilor Sumner – How's the communication service? ***We're happy with the services we're receiving.***

In Favor: Councilors Stone, Tomlinson, Boggs, Sumner, Vincent and Mayor McKnight.

Opposed: None

Motion carried unanimously.

## **REPORTS**

- Gillham stated that he's coordinating with other cities in Douglas County to form a team to work with the County in changing the communications agreement for the future. Will keep Mayor and Council updated.

## **STRATEGIC PLAN UPDATE**

### **• Valentine Project Update**

Staff Report – Swan reported on updates for the Valentine Project. Paving of sidewalks will be finished this week. Water services are switched over but the water main isn't finished. The crew is moving right along, working quickly and making good progress. Estimated to be finished by the first of October.

## **CITY COUNCIL COMMENTS**

### **Councilor Boggs**

- None

### **Councilor Tomlinson**

- None

### **Councilor Sumner**

- Valentine Ave is looking great.

### **Councilor Vincent**

- None

### **Councilor Stone**

- Asked when the road will be paved by the City Maintenance Shop. *Swan – Haven't heard anything.*

### **Mayor McKnight**

- None

## **PUBLIC COMMENT**

- Community resident Len Bodeen commented that he and his wife have lived in the area for a long time and they used to think that Sutherlin was an ugly little town. Central Ave has changed so much and he really enjoys driving through town and appreciates all the efforts that have been done to improve Sutherlin. Some thoughts he had that our town is lacking are places to park and thinks that would create a more inviting feel. One of the busier streets is south State Street, has a lot of foot traffic and he'd like to see that area improved with sidewalks. He had further questions and comments that he spoke with staff and Council after the meeting.

## **ADJOURNMENT**

With no further business meeting adjourned at 8:00pm.

Approved:

\_\_\_\_\_  
Jerry Gillham, City Manager

Respectfully submitted by,

\_\_\_\_\_  
Melanie Masterfield, Deputy City Recorder

\_\_\_\_\_  
Todd McKnight, Mayor



# **COUNCIL BUSINESS**







## City of Sutherlin

STAFF REPORT					
<b>Re: Approval of Resolution 2019.16 Authorizing a Loan From The Safe Water Revolving Loan Fund and Giving the City Manager the authority to execute the Financing Contract Documents</b>				Meeting Date:	10-14-2019
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Brian Elliott, Community Development Director</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b>	<b>Resolution 2019.16 Authorizing a Loan From The Safe Water Revolving Loan Fund and Giving the City Manager the authority to execute the Financing Contract Documents</b>				

### WHAT IS BEING ASKED OF COUNCIL?

City Council is being asked to approve Resolution 2019.16 Authorizing a Loan from the Safe Water Revolving Loan Fund and Giving the City Manager the authority to execute the Financing Contract Documents.

### EXPLANATION

City of Sutherlin submitted an application to Business Oregon on March 19, 2019 for funding opportunities for the Nonpareil Water Treatment Plant (NPWTP) Improvements.

On July 1, 2019 City of Sutherlin was notified by Business Oregon that we were successful with our application and the award for the Safe Drinking Water Revolving Loan Fund for the NPWTP Improvements.

NPWTP was constructed in 1983; improvements are needed to improve its reliability and treatment efficiency. Improvements include the following. Compressor upgrade for cleaning the intake screen, New magnetic flow meter for the raw water influent line, Refurbish contact clarifier through sand blasting pressure grouting of cracks, and coating, Air scour system into the existing filters, Construction of a new concrete backwash ponds, Addition of a redundant potable water pump, Installation of filter-to-waste piping, Replacement of existing WTP piping with the addition of electric actuated valves, Installation of an updated control system, utilizing Supervisory Control and data Acquisition (SCADA), Installation of new generator with automatic transfer switch and Replacement of system monitoring equipment.

The award consists of a loan of \$3,937,773 (with \$380,000 eligible for principal forgiveness if contract conditions are met) and the interest rate is not more than 1% if contract conditions are met (and 3.03% in not met). Term of the loan will be for 30 years.

### OPTIONS

Approve Resolution 2019.16 Authorizing a Loan from the Safe Water Revolving Loan Fund and Giving the City Manager the authority to execute the Financing Contract Documents.

Not approve resolution 2019.16 authorizing a Loan from the Safe Water Revolving Loan Fund and Giving the City Manager the authority to execute the Financing Contract Documents.

### SUGGESTED MOTION(S)

Approve Resolution 2019.16 Authorizing a Loan from the Safe Water Revolving Loan Fund and giving the City Manager the authority to execute the Financing Contract Documents.

## **RESOLUTION NUMBER 2019.16**

### **A RESOLUTION OF THE CITY OF SUTHERLIN AUTHORIZING A LOAN FROM THE SAFE DRINKING WATER REVOLVING LOAN FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

#### **The City Council of the City of Sutherlin (the “Recipient”) finds:**

- A.** The Recipient is a community or nonprofit non-community water system as defined in Oregon Administrative Rule 123-049-0010.
- B.** The Safe Drinking Water Act Amendments of 1996, Pub.L. 104-182, as amended (the “Act”), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund.
- C.** The Recipient has filed an application with the OBDD to obtain financial assistance for a “safe drinking water project” within the meaning of the Act, and the OBDD has approved the Recipient’s application for financial assistance.
- D.** The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number S19026, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).
- E.** Notice relating to the Recipient’s consideration of the adoption of this Resolution Number 2019.16 was published in full accordance with the Recipient’s charter and laws for public notification.

#### **NOW THEREFORE, BE IT RESOLVED** by the Governing Body of the Recipient as follows:

**1. Financing Loan Authorized.** The Governing Body authorizes the City Manager to execute the Financing Contract (the “Financing Documents”) and such other documents as may be required to obtain financial assistance including a loan from the OBDD on the condition that the principal amount of the loan from the OBDD to the Recipient is not more than \$3,937,773 (with \$380,000 eligible for principal forgiveness if contract conditions are met) and the interest rate is not more than 1.00% if contract conditions are met (and 3.03% if not met). The proceeds of the loan from the OBDD must be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

**2. Sources of Repayment.** Amounts payable by the Recipient are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:

- (a) Revenue from Recipient’s water system, including special assessment revenue;
- (b) Amounts withheld under subsection 285A.213(6);



- (c) The general fund of the Recipient;
- (d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or
- (e) Any other source.

3. Additional Documents. The City Manager is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the OBDD for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Jerry Gillham of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or their bond counsel to protect the tax-exempt status of such interest.

**PASSED BY CITY COUNCIL, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

**APPROVED BY THE MAYOR IN THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

\_\_\_\_\_  
Mayor, Todd McKnight

**ATTEST:**

\_\_\_\_\_  
City Recorder, Diane Harris, CMC

SAFE DRINKING WATER REVOLVING LOAN FUND  
FINANCING CONTRACT

Project Name: Nonpareil Water Treatment Plant Improvements

Project Number: S19026

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”), and the City of Sutherlin (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget
Exhibit E	Information Required by 2 CFR § 200.331(a)(1)
Exhibit F	Certification Regarding Lobbying

<b>SECTION 1 - KEY TERMS</b>
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The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$4,187,773.

“Forgivable Loan Amount” means \$380,000.

“Section 2A. Loan Amount” means \$3,557,773.

“Interest Rate” means 1.00% per annum.

“Maturity Date” means the 29th anniversary of the Repayment Commencement Date.

“Payment Date” means December 1.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 36 months after the date of this Contract.

“Repayment Commencement Date” means the first Payment Date to occur after the Project Closeout Deadline.

## SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- A. A non-revolving loan in an aggregate principal amount not to exceed the Section 2.A. Loan Amount.
- B. A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount.

“Loan” means, collectively and individually without distinction, as the context requires, the loans described in this section 2.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract shall not exceed the Costs of the Project.

## SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement. OBDD shall allocate any disbursement equally between the Section 2.A. Loan and the Forgivable Loan. Notwithstanding the preceding sentence, those portions of the Forgivable Loan indicated in the budget line-items for Labor Standards Compliance and Project Management remain dedicated to those specific line-item activities and not affected by any equal division allocation.

## SECTION 4 - LOAN PAYMENT; PREPAYMENT; FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.

- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

The Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.

D. Loan Prepayments.

- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
- (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

- F. Forgiveness. Subject to satisfaction by Recipient of any special conditions in Exhibit C, if Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and provided that no Event of Default has occurred, OBDD shall, 90 days after the Project Completion Date, forgive repayment of the Forgivable Loan Amount and any interest accrued thereon and cancel the Forgivable Loan. The Forgivable Loan Amount and any interest forgiven remain subject to the requirements of OAR 123-049-0050, which survive payment of the Loan.

Notwithstanding the preceding paragraph, if, at the Project Completion Date, the average monthly residential water rates for the water supplied by the System are not at or above the affordability rate of \$38.63 per 7,500 gallons, then \$250,000 of the amount due under the Forgivable Loan will not be forgiven. Further, the Section 2.A. Loan and the Forgivable Loan will, at OBDD's discretion and after notice to Recipient, be modified as follows:

- (1) Interest accrues from the Project Completion Date at the rate of 3.03% per annum.
- (2) INTENTIONALLY OMITTED

The above-described modification will be effective without the necessity of executing any further documents. However, at OBDD's request, Recipient shall execute and deliver to OBDD such additional agreements, instruments and documents as OBDD deems necessary to reflect such modification, including but not limited to an amendment to the Contract.

## SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
  - (3) An opinion of Recipient's Counsel.
  - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) Recipient delivers to OBDD an estimated schedule for Disbursement Requests for Project design, covering anticipated number, submission dates, and amounts. Prior to beginning construction, Recipient must also deliver to OBDD an estimated schedule for Disbursement Requests for construction, covering anticipated number, submission dates, and amounts.
  - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
  - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

## SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

## SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
  - (1) The Recipient (a) is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon, and (b) owns a community water system, as defined in the Act and OAR 123-049-0010.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
  - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
  - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

<b>SECTION 8 - COVENANTS OF RECIPIENT</b>
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The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C. Oregon state procurement regulations will satisfy federal procurement requirements of 2 CFR part 200, subpart D.
  - (2) State labor standards and wage rates found in ORS chapter 279C, and federal prevailing wage provisions in accordance with the federal Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 to 3144, 3146 and 3147 (2002).
  - (3) The Recipient is required to place a sign at construction sites supported under this Loan displaying the U.S. Environmental Protection Agency (“EPA”) logo in a manner that informs the public that the Project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. Recipient is required to comply with EPA signage requirements at: [http://www2.epa.gov/sites/production/files/2015-01/documents/signage\\_required\\_tc.pdf](http://www2.epa.gov/sites/production/files/2015-01/documents/signage_required_tc.pdf)

- (4) **SAFE DRINKING WATER IN OREGON: Program Guidelines & Applicant's Handbook** for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (August 2018 update), as amended from time to time ("Safe Drinking Water Handbook"), available at <https://www.orinfrastructure.org/assets/docs/IFA/SDWhandbook.pdf>.
- (5) Federal Crossing-Cutting Authorities. All federal laws, executive orders and government-wide policies that apply by their terms to projects and activities receiving federal financial assistance, regardless of whether the Act makes them applicable ("Cross-Cutting Authorities"). The Safe Drinking Water Handbook contains a link to a list of the Cross-Cutting Authorities.
- (6) Lobbying. The Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. "Lobbying" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above. The Recipient shall submit to OBDD a Certification Regarding Lobbying, the form of which is attached as Exhibit F, and any applicable quarterly disclosure statement of covered lobbying activity. The Recipient will cause any entity, firm or person receiving a contract or subcontract utilizing Loan proceeds in excess of \$100,000 to complete the same certification and any applicable disclosure statement, and submit them to Recipient. The Recipient shall retain such certifications and make them available for inspection and audit by OBDD, the federal government or their representatives. The Recipient shall forward any disclosure statements to OBDD.
- (7) Federal Audit Requirements. The Loan is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "66.468, Capitalization Grants for Drinking Water State Revolving Funds." Recipient is a sub-recipient.
  - (a) If Recipient receives federal funds in excess of \$750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
  - (b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
  - (c) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.



- (8) Disadvantaged Business Enterprises. The Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. The Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. The Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. The Recipient agrees to apply the current regional fair share objectives.

The Recipient will ensure that each procurement contract includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

- (9) Property Standards. Recipient shall comply with 2 CFR 200.313 which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- (10) Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II are obligations of Recipient, as applicable, and must be included, as applicable, by Recipient in its contracts related to the Project.
- (11) Iron and Steel Products. Pursuant to the 2016 Consolidated Appropriations Act (P.L. 114-113), none of the Financing Proceeds may be used for any part of the Project unless all of the iron and steel products used in the project are produced in the United States. “Iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (12) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Provide OBDD with copies of all Oregon Health Authority – approved plans and specifications relating to the Project, and a timeline for the construction bidding / award process, at least ten (10) days before advertising for bids.
- (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
- (4) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.

- (5) Permit OBDD to inspect the Project at any time.
- (6) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (7) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
- (8) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
- (9) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- (10) Meters. Prior to final disbursement of the Loan, Recipient shall,
  - (i) In the case of construction projects, install necessary source meters and service meters on all connections throughout the System.
  - (ii) In the case of planning, preliminary engineering and final design and specification projects, adopt a plan for the installation of necessary source meters and service meters on all connections throughout the System.

- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90

days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.

- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

- M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- N. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- O. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- P. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- Q. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
  - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
  - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. § 1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

## **SECTION 9 - DEFAULTS**

Any of the following constitutes an “Event of Default”:

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.

- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
  - (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
  - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
  - (3) Barring Recipient from applying for future awards.
  - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, pursuant to ORS 285A.213(6) and OAR 123-049-0040.
  - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
  - (6) Exercising any remedy listed in OAR 123-049-0040.

- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

## SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
  - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
  - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
  - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

- D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem OR 97301-1280

If to Recipient: Community Development Director  
City of Sutherlin  
126 E Central Avenue  
Sutherlin OR 97479-9556

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.



- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Infrastructure Finance Authority  
of the Business Development Department



**CITY OF SUTHERLIN**

By: \_\_\_\_\_  
Chris Cummings, Assistant Director  
Economic Development

By: \_\_\_\_\_  
Jerry Gillham, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
/s/ Sam Zeigler per email dated 30 August 2019  
Sam Zeigler, Senior Assistant Attorney General

## EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means “Safe Drinking Water Act,” 42 U.S.C. Sec. 300f, and all subsequent amendments, including the Amendments of 1996, Public Law 104-182.

“Award” means the award of financial assistance to Recipient by OBDD dated 20 Jun 2019.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Section 2.A. Loan and the Forgivable Loan.

“Forgivable Loan” means the forgivable Loan described in section 2.B.

“Section 2.A. Loan” means the Loan described in section 2.A. of this Contract.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“System” means Recipient’s drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

## EXHIBIT B - SECURITY

- A. Full Faith and Credit Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System
- (1) All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".
  - (2) OBDD acknowledges that Recipient has superior liens in the form of Revenue Bonds and a USDA-RD loan. The Recipient shall not further incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.
  - (3) Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
  - (4) The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to 120% of the annual debt service due in the fiscal year on the Loan and any outstanding obligation payable from or secured by a lien on and pledge of Net Revenues that is superior to or on parity with the OBDD Lien.
  - (5) The Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is superior to or on parity with the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

**EXHIBIT C - PROJECT DESCRIPTION**

The Recipient will, with the assistance of a professional engineer licensed in Oregon, prepare final design plans, which will include specifications and construction documents that must be approved by Oregon Health Authority, Drinking Water Services and submitted to OBDD. The construction will include, but is not limited to:

1. Replace the compressor and raw water flow meter at the Raw Water Intake;
2. Refurbish contact clarifier with sand blasting and repainting;
3. Construct new concrete primary, secondary and tertiary backwash ponds;
4. Install a potable water pump system with redundant potable pump;
5. Install filter-to-waste piping and air scour system;
6. Replace water treatment plant piping with the addition of electric actuated valves;
7. Install updated control system utilizing Supervisory Control and Data Acquisition;
8. Install a new generator with automatic transfer switch; and
9. Replace system-monitoring equipment.

**EXHIBIT D - PROJECT BUDGET**

	<b>OBDD Funds</b>	<b>Other / Matching Funds</b>
Activity	Approved Budget	Approved Budget
Design / Engineering	\$227,420	\$250,000
Construction	3,130,742	0
Construction Contingency	469,611	0
Labor Standards	15,000	0
Project Management	15,000	0
Legal Fees	30,000	0
Permitting and Regulatory Fees	50,000	0
Total	\$3,937,773	\$250,000

**EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)**

Federal Award Identification:

- (i) Subrecipient\* name (which must match registered name in DUNS): SUTHERLIN, CITY OF
- (ii) Subrecipient's DUNS number: 01-915-8790
- (iii) Federal Award Identification Number (FAIN): 98009018
- (iv) Federal Award Date: 19 Sep 2018
- (v) Sub-award Period of Performance Start and End Date: 36 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$3,937,773
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$3,937,773
- (viii) Total Amount of Federal Award to the pass-through entity: \$17,585,232
- (ix) Federal award project description: Oregon's Drinking Water State Revolving Fund: This grant increases the capacity of Oregon to ensure that its public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection project initiatives, including acquiring conservation easements.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
  - (b) Name of pass-through entity: Oregon Business Development Department
  - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Programs & Incentives Manager, 503-949-3523
- (xi) CFDA Number and Name: 66.468 Safe Drinking Water State Revolving Fund  
Amount: \$3,937,773
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

\*For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

**EXHIBIT F - CERTIFICATION REGARDING LOBBYING**

(Awards in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## City of Sutherlin

STAFF REPORT					
<b>Re: Resolution 2019.17 – Emergency Operations Plan</b>				Meeting Date:	10/14/2019
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Dennis Riggs, Emergency Manager</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Resolution 2019.17 & Emergency Operations Plan					

### WHAT IS BEING ASKED OF COUNCIL?

To Review and adopt the revised Emergency Operations Plan Manual.

### EXPLANATION

The Emergency Operations Plan Manual was last updated in 2012 and many changes have been made to the Sutherlin City infrastructure since then. The included manual has been updated to reflect those changes.

### OPTIONS

N/A

### SUGGESTED MOTION(S)

To approve Resolution 2019.17 – Emergency Operations Plan as presented.

To amend Resolution 2019.17 – Emergency Operations Plan as presented, or

To not approve Resolution 2019.17 – Emergency Operations Plan as presented.

**RESOLUTION NO. 2019.17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUTHERLIN APPROVING  
THE CITY OF SUTHERLIN EMERGENCY OPERATIONS PLAN.**

**WHEREAS**, the City of Sutherlin recognizes that planning and preparing for emergencies in advance can reduce potential harm to people and property within our community from the threat of natural or human-caused events such as earthquake, fire, flood, terrorism, or other hazards; and

**WHEREAS**, the City of Sutherlin recognizes the importance of a unified and consistent system to prepare for, respond to and recover from disasters and emergencies; and

**WHEREAS**, an Emergency Operations Plan (EOP) provides the framework for emergency response and emergency management in the City of Sutherlin during disasters; and

**WHEREAS**, the overall objective and emergency management for the City of Sutherlin is to ensure the effective management of response forces and resources in preparing for and responding to situations associated with natural, human-caused and national security emergencies; and

**WHEREAS**, the City of Sutherlin's emergency management program is committed to provide effective life safety measures, while reducing property loss and damage to the environment; and

**WHEREAS** the City of Sutherlin will do its best to prepare and respond to an emergency or disaster, it recognizes that the overall responsibility for emergency preparedness rests with the citizens.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sutherlin that the City Council of Sutherlin has hereby adopted the Emergency Operations Plan as an official plan for the City of Sutherlin.

**PASSED BY THE COUNCIL, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019**

**APPROVED BY THE MAYOR, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019**

\_\_\_\_\_  
Todd McKnight, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Harris, City Recorder, CMC

Resolution No. 2019.17



**City of Sutherlin**  
**Douglas County, Oregon**  
**EMERGENCY OPERATIONS PLAN**



**September 2012**  
**1<sup>st</sup> Revision July 2018**

**Prepared for:**  
City of Sutherlin  
126 E. Central Avenue  
Sutherlin, Oregon 97479

**Prepared by:**



**ecology and environment, inc.**  
Global Specialists in the Environment



This document was prepared under a grant from the Office of Grants and Training, United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Office of Grants and Training or the U.S. Department of Homeland Security.

# Preface

This Emergency Operations Plan is an all-hazard plan that describes how the City of Sutherlin will organize and respond to emergencies and disasters in the community. It is based on, and compatible with, Federal, State of Oregon, and other applicable laws, regulations, plans, and policies, including Presidential Policy Directive 8, the National Response Framework, State of Oregon Emergency Management Plan, and Douglas County Emergency Operations Plan.

Response to emergency or disaster conditions in order to maximize the safety of the public and to minimize property damage is a primary responsibility of government. It is the goal of the City of Sutherlin that responses to such conditions are conducted in the most organized, efficient, and effective manner possible. To aid in accomplishing this goal, the City of Sutherlin has, in addition to promulgating this plan, informally adopted the principles of the National Incident Management System, including the Incident Command System and the National Response Framework.

Consisting of a Basic Plan, Functional Annexes aligned with the Douglas County Emergency Support Functions, and Incident Annexes, this Emergency Operations Plan provides a framework for coordinated response and recovery activities during a large-scale emergency. The plan describes how various agencies and organizations in the City of Sutherlin will coordinate resources and activities with other Federal, State, local, tribal, and private-sector partners.

# Letter of Promulgation

To all Recipients:

Promulgated herewith is the revised Emergency Operations Plan for the City of Sutherlin. This plan supersedes any previous plans. It provides a framework within which the City of Sutherlin can plan and perform its respective emergency functions during a disaster or national emergency.

This Emergency Operations Plan attempts to be all-inclusive in combining the five mission areas of emergency management to ensure the City is prepared to prevent, protect against, mitigate the effects of, respond to and recover from those hazards threats that pose the greatest risk to the City. This includes the following:

- **Prevention:** activities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.
- **Protection:** activities necessary to secure the City against acts of terrorism and manmade or natural disasters.
- **Mitigation:** activities that reduce loss of life and property by lessening the impact of disasters.
- **Response:** activities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred.
- **Recovery:** activities necessary to assist the community to recover effectively from a disaster.

This plan has been approved by the City Council. It will be revised and updated as required. All recipients are requested to advise the City Manager or designee of any changes that might result in its improvement or increase its usefulness. Plan changes will be transmitted to all addressees on the distribution list.

---

Todd McKnight  
Mayor

---

Tom Boggs  
Councilor

---

Michelle Sumner  
Councilor

---

Becky Wattles  
Councilor

---

Travis Tomlinson  
Councilor

---

Seth Vincent  
Councilor

---

Forrest Stone  
Councilor

---

DATE

# Plan Administration

The City Manager, or designee, will coordinate review, revision, and re-promulgation of this plan every five years or whenever changes occur, such as lessons learned from exercises or actual events. Changes to the annexes and appendices, and non-substantive changes to the Basic Plan, may be made by the City Manager without formal City Council approval. Department heads will present changes to the City Manager for approval; this process will facilitate dissemination of plan changes to all emergency response personnel.

## Record of Plan Changes

All updates and revisions to the plan will be tracked and recorded in the following table. This process will ensure that the most recent version of the plan is disseminated and implemented by emergency response personnel.

Date	Change No.	Department	Summary of Change
2012	001		Update information and bring overall information and formatting in line with EOPs throughout the State of Oregon.
2018	002		Update Council Information and MOU's. Removed references to Fire District 2. Removed City Manager from Emergency Manager title. Added Secondary EOC Location.

**MPlan Distribution List**

Copies of this plan will be provided to the following jurisdictions, agencies, and persons electronically, unless otherwise indicated. Updates will be provided electronically, when available. Recipients will be responsible for updating their Emergency Operations Plans when they receive changes. The City of Sutherlin City Manager, or designee, is ultimately responsible for dissemination of all plan updates. Copies of the plan will also be maintained in the City Manager's Office, Department Heads Offices, and the Fire Chief's Office as well as posted online at [www.ci.sutherlin.or.us](http://www.ci.sutherlin.or.us).

Date	No. of Copies	Department/Agency	Title/Name
	1 *	Oregon Emergency Management	State Domestic Preparedness Coordinator
	1 *	Douglas County Emergency Management	Emergency Manager
	1 *	City Administration	City Manager
	1 *	Sutherlin Fire Department	Fire Chief
	1 *, 2	Police Department	Chief of Police and Sergeants
	3	Community Development – Public Works Department	Water Treatment Supervisor, Effluent Treatment Supervisor, Public Works Supervisor
	1	City Recorder/Human Resources Department	Human Resources Manager
	1	Finance Department	Finance Manager
	1	Municipal Court	Judge
	1	Sutherlin Office of Emergency Management	Emergency Manager

\* Hard Copy

### Emergency Operations Plan Review Assignments

Unless otherwise stated, the following table identifies agencies responsible for regular review of specific plan sections and annexes to ensure accuracy. Changes will be forwarded to the City Manager, or designee, for revision and dissemination of the plan. This does not preclude other departments and agencies with a vital interest in the annex from providing input to the document; such input is, in fact, encouraged. It is also encouraged that plan review be performed concurrently with review of other related City emergency plans and procedures to enhance consistency.

Section/Annex	Responsible Party
<b>Basic Plan</b>	Emergency Manager
<b>Functional Annexes (FAs)</b>	
<b>FA 1</b> Emergency Services	Police Department
<b>FA 2</b> Human Services	Emergency Management
<b>FA 3</b> Infrastructure Services	Community Development – Public Works Department
<b>FA 4</b> Recovery Strategy	Emergency Manager
<b>Incident Annexes (IAs)</b>	
<b>IA 1</b> Flood (including Dam Failure)	Sutherlin Fire Department
<b>IA 2</b> Severe Weather (including Landslide)	Sutherlin Fire Department
<b>IA 3</b> Transportation Accidents	Police Department
<b>IA 4</b> Utility Failure	Community Development – Public Works Department
<b>IA 5</b> Major Fire	Sutherlin Fire Department
<b>IA 6</b> Earthquake	Community Development – Public Works Department
<b>IA 7</b> Hazardous Materials Incident	Sutherlin Fire Department
<b>IA 8</b> Terrorism	Police Department
<b>IA 9</b> Drought	Community Development – Public Works Department

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**Functional Annexes**

FA 1 – Emergency Services

FA 2 – Human Services

FA 3 – Infrastructure Services

FA 4 – Recovery Strategy

**Incident Annexes**

IA 1 – Flood (including Dam Failure)

IA 2 – Severe Weather (including Landslide)

IA 3 – Transportation Accident

IA 4 – Utility Failure

IA 5 – Major Fire

IA 6 – Earthquake

IA 7 – Hazardous Materials Incident

IA 8 – Terrorism

IA 9 – Drought

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# 1

## Introduction

### 1.1 General

The City of Sutherlin's (City's) emergency management mission is to coordinate and integrate prevention, mitigation, preparedness, response, and recovery activities that increase the City's capabilities to minimize loss of life and reduce impacts from disasters.

Emergencies are handled effectively in the City every day. These "routine" emergencies are managed by emergency responders as part of their day-to-day responsibilities and are the most common emergency management activities that the City encounters. For the most part, these emergencies are handled by individual responders or a team of responders who work together regularly to save lives, contain threats, and minimize damage. While the principles described in this Emergency Operations Plan (EOP) can also be applied to these daily responses, the plan is primarily designed to offer guidance for larger or more complex incidents related to a broad spectrum of hazards that exceed the response capability and/or resources of front line responders.

No plan can anticipate all the situations and conditions that may arise during emergencies, and on-scene Incident Commanders must have the discretion to act as they see fit based on the specific circumstances of the incident at hand. It is imperative, however, that all jurisdictions and response agencies have a plan that provides general guidance and a common framework for working together when preparing for, responding to, and recovering from emergencies and disasters. This plan promulgates such a framework within the City that will bring a combination of technical capabilities and resources, plus the judgment and expertise of its emergency response personnel, department directors, and other key stakeholders to bear on any incident. This EOP provides the foundation and guidance for use of a common language, fundamental principles, and incident management system necessary to effectively manage incidents within or affecting the City.

No guarantee of a perfect response system is expressed or implied by this plan, implementing instructions or procedures. While the City will respond to emergencies to the utmost of its ability, it is possible that some natural or technological disasters may overwhelm the City's resources. While recognizing this possibility, this plan is designed to help the City fulfill its response function to its maximum capacity.

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### 1.1.1 Whole Community Planning

The “Whole Community” planning approach is based on the recognition that it takes all aspects of a community to effectively prepare for, protect against, respond to, recover from, and mitigate the impacts of any disaster. This includes all emergency management partners, traditional and nontraditional, such as volunteer, faith, and community-based organizations; the private sector; and the public, including survivors of a disaster.

**Every person who lives or works in the City shares responsibility for minimizing the impact of disasters on our community.** These individual responsibilities include hazard awareness, knowledge of appropriate protective actions, taking proactive steps to mitigate the impact of anticipated hazards, and preparations for personal and family safety and self-sufficiency. To the extent possible, the City will assist its citizens in carrying out this responsibility by providing preparedness and mitigation information, and delivering critical public services during a disaster. However, a major emergency is likely to damage the City’s critical infrastructure and reduce the workforce available to continue essential government services. Knowledgeable citizens prepared to take care of themselves and their families in the early stages of an emergency can make a significant contribution towards survival and community resiliency.

## 1.2 Purpose and Scope

### 1.2.1 Purpose

The City of Sutherlin EOP outlines the City’s approach to emergency response and enhances the City’s ability to protect the safety, health, and welfare of its citizens. The EOP describes the City’s emergency response organization and assigns responsibilities for various emergency functions, identifies lines of authority and coordination, and communicates the legal basis and references that provide a framework for emergency planning in the City. The EOP:

- Includes all hazards and types of emergencies likely to impact the City.
- Provides a framework for multi-discipline, multi-jurisdictional coordination and cooperation.
- Addresses all five mission areas of a disaster (prevention, protection, mitigation, response, recovery) in order to meet the National Preparedness Goal.
- Designates the National Incident Management System (NIMS) as the framework within which all emergency management activities occur.
- Directs use of the Incident Command System (ICS) for managing incident response.



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- Identifies roles and responsibilities of City departments, offices and personnel in emergency operations, as well as those of cooperating public- and private-sector agencies.
- Establishes life safety followed by property and the environment as emergency response priorities.
- Provides a common framework within which the City, Douglas County (County), special districts, and other agencies/organizations can integrate their emergency planning and response and recovery activities.

### 1.2.2 Scope

The EOP is activated whenever the City must respond to an emergency incident or planned event, the size or complexity of which is beyond that normally handled by routine operations. Such occurrences may include natural or human-caused disasters and may impact unincorporated areas of the community, the City of Sutherlin, or a combination thereof. This plan is intended to guide the City's emergency operations response while complementing and supporting emergency preparedness plans and procedures. Additionally, this plan describes the relationship with and processes of responding agencies, other local governments, special districts, and other public and private-sector entities.

A community's emergency management infrastructure is a complex network of relationships. The EOP establishes roles, responsibilities, and relationships among agencies and organizations involved in emergency operations, greatly facilitating multi-agency and multi-jurisdiction coordination. Using this framework, City departments and agencies that operate under this plan are expected to develop and keep current standard operating procedures (SOPs) that describe how emergency tasks will be performed. Additional responsibilities include ensuring that the training and equipment necessary for response are in place.

The primary users of this plan are elected and appointed officials, department heads and their senior staff members, emergency management staff, coordinating response agencies and other stakeholders that support emergency operations. The general public is also welcome to review non-sensitive parts of this plan to better understand the processes by which the City manages the wide range of risks to which it is subject.

## 1.3 Plan Activation

Once promulgated by the City Council, this EOP is in effect and may be implemented in whole or in part to respond to:

- Incidents in or affecting the City.
- Health emergencies in or affecting the City.

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- Non-routine life-safety issues in or affecting the City.

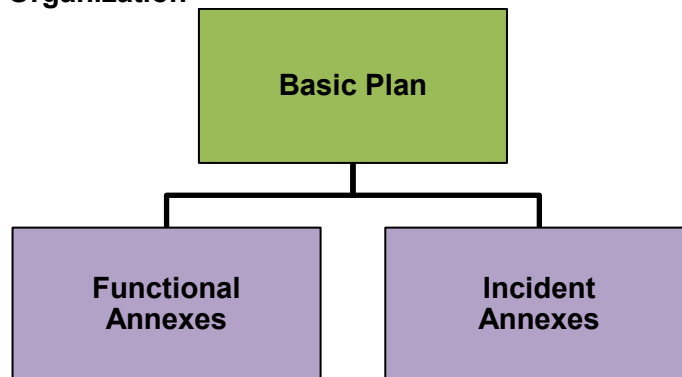
An emergency declaration is not required in order to implement the EOP or activate the Emergency Operations Center (EOC). The Emergency Manager, City Manager, or designee, may implement the EOP as deemed appropriate for the situation or at the request of an Incident Commander.

## 1.4 Plan Organization

The City EOP is composed of three main elements:

- Basic Plan (with appendices).
- Functional Annexes (FAs).
- Incident Annexes (IAs).

**Figure 1-1 City of Sutherlin Emergency Operations Plan Organization**



### 1.4.1 Basic Plan

The purpose of the Basic Plan is to:

- Provide a description of the legal authorities upon which the City has structured its Emergency Management Organization (EMO), including the emergency declaration process, activation of mutual aid agreements, and requests for resources and emergency spending powers.
- Describe the context under which the City will respond to an incident, including a community profile and discussion of hazards and threats facing the community.
- Assign and describe roles and responsibilities for the City's employees tasked with emergency preparedness and response functions.

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- Describe a concept of operations for the City that describes how the City will conduct its emergency operations and coordinate with other agencies and jurisdictions.
- Describe the City's emergency response structure, including activation and operation of the City EOC and implementation of ICS.
- Discuss the City's protocols for maintaining and reviewing this EOP, including training, exercises, and public education components.

### 1.4.2 Functional Annexes

The FAs focus on critical tasks, capabilities, and resources provided by emergency response agencies for the City in order to meet all emergency mission areas. In the event of an incident for which the City's capabilities and/or resources are limited or exhausted, each annex clearly defines escalation pathways and procedures for requesting additional resources from County agencies. For the purposes of this EOP, information regarding common management functions performed by the City and supporting agencies and organizations are streamlined into four FAs, which supplement the information in the Basic Plan:

- FA 1 – Emergency Services.
- FA 2 – Human Services.
- FA 3 – Infrastructure Services.
- FA 4 – Recovery Strategy.

Tables 1-1 through 1-4 show the relationship between the City's FAs and the Emergency Support Functions (ESFs) in County, State of Oregon (State), and Federal plans, as defined by the National Response Framework. City emergency personnel should be familiar with the County's EOP and ESF structure and understand how the City's response would coordinate with the County during an emergency event.

<b>Table 1-1 City Functional Annex 1 – Emergency Services</b>	
<b>County ESFs</b>	<b>City Function</b>
ESF 2 – Communications	Emergency Communications
ESF 4 – Firefighting	Fire Services
ESF 8 – Public Health and Medical Services	Emergency Medical Services
ESF 9 – Search and Rescue	Search and Rescue
ESF 10 – Oil and Hazardous Materials	Hazardous Materials Response
ESF 13 – Public Safety and Security	Law Enforcement

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<b>Table 1-1 City Functional Annex 1 – Emergency Services</b>	
<b>County ESFs</b>	<b>City Function</b>
ESF 15 – External Affairs	Emergency Public Information
NOTE: Additional functions described in the Emergency Services Annex may include: <ul style="list-style-type: none"> <li>▪ Evacuation and Population Protection</li> </ul>	

<b>Table 1-2 City Functional Annex 2 – Human Services</b>	
<b>County ESFs</b>	<b>City Function</b>
ESF 6 – Mass Care, Emergency Assistance, Housing, and Human Services	Mass Care Emergency Assistance Housing Human Services
ESF 8 – Public Health and Medical Services	Public Health Environmental Health
ESF 11 – Agriculture and Natural Resources	Animals in Disaster
NOTE: Additional functions described in the Human Services Annex may include: <ul style="list-style-type: none"> <li>▪ Worker Health and Safety</li> </ul>	

<b>Table 1-3 City Functional Annex 3 – Infrastructure Services</b>	
<b>County ESFs</b>	<b>City Function</b>
ESF 1 – Transportation	Transportation
ESF 3 – Public Works and Engineering	Infrastructure Repair and Restoration
ESF 12 – Energy	Energy and Utilities
NOTE: Additional functions described in the Infrastructure Services Annex may include: <ul style="list-style-type: none"> <li>▪ Debris Management</li> </ul>	

<b>Table 1-4 City Functional Annex 4 – Recovery Strategy</b>	
<b>County ESFs</b>	<b>City Function</b>
ESF 14 – Long-Term Community Recovery	Damage Assessment Public Assistance Individual Assistance
NOTE: Additional functions described in the Recovery Strategy Annex may include long-term recovery activities such as: <ul style="list-style-type: none"> <li>▪ Community Planning and Capacity Building</li> <li>▪ Economic Recovery</li> <li>▪ Health and Social Services Recovery</li> <li>▪ Housing Recovery</li> <li>▪ Infrastructure Systems Recovery</li> <li>▪ Natural and Cultural Resources Recovery</li> </ul>	

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### 1.4.3 Coordination with County Emergency Support Functions

During a major emergency or disaster affecting the County or a portion thereof, City departments and special districts may be asked to support the larger response. Requests for such assistance would come from County Emergency Management. Table 1-5 outlines the ESFs each agency/organization may be requested to support.

If the County EOP is implemented during an incident or countywide emergency declaration, the City will coordinate its command and control structures and procedures with the County in accordance with the requirements of NIMS and ICS, as necessary.

**Table 1-5 City Coordination with County ESFs**

	1 – Transportation	2 – Communications	3 – Public Works and Engineering	4 – Firefighting	5 – Emergency Management	6 – Mass Care, Emergency Assistance, Housing, and Human Services	7 – Logistics Management and Resource Support	8 – Public Health and Medical Services	9 – Search and Rescue	10 – Oil and Hazardous Materials Response	11 – Agriculture and Natural Resources	12 – Energy	13 – Public Safety and Security	14 – Long-Term Community Recovery	15 – External Affairs
<b>Key:</b> P – Primary S – Support															
<b>City of Sutherlin</b>															
City Council					S	S	S							S	P
City Manager					P	S						P		S	P
Emergency Manager					S							S		P	S
Finance Department					S	S	P							S	
Police Department	S	S			S	S		S	S	S			P		S
Community Development – Public Works Department	P	S	P		S				S	S		S	S		
<b>Douglas County</b>															
Sheriff's Office	S	P						S	S	S			S		S
Public Works	S		S							S		S			
Health and Social Services						S		S		S	P				
Building Official			S											P	
<b>Special Districts</b>															
Sutherlin Fire				P				P	P	P			S		
Sutherlin Sanitation Service								S		S		S			
Sutherlin Water Control Dist.			S									S			

## 1. Introduction

Table 1-5 City Coordination with County ESFs															
Key: P – Primary S – Support	1 – Transportation	2 – Communications	3 – Public Works and Engineering	4 – Firefighting	5 – Emergency Management	6 – Mass Care, Emergency Assistance, Housing, and Human Services	7 – Logistics Management and Resource Support	8 – Public Health and Medical Services	9 – Search and Rescue	10 – Oil and Hazardous Materials Response	11 – Agriculture and Natural Resources	12 – Energy	13 – Public Safety and Security	14 – Long-Term Community Recovery	15 – External Affairs
School District #130	S					S		S							S
OSFM Reg. Response Team										S					
<b>Private/Non-Profit Organizations</b>															
Dial-A-Ride and U-Trans	S														
Amateur Radio Operators		S													
American Red Cross						P		S							S
Mercy Hospital						S		S							S
Family Church, Sutherlin		S			S	S	S								
PP&L, Douglas Elec. Co-Op												S			
Avista												S			
Charter, Century Link		S										S			

## 1.4.4 Incident Annexes

While this EOP is developed as an all hazards planning document, there may be unique considerations that must be taken into account for specific hazards. To that end, IAs supplement the Basic Plan to identify critical tasks particular to specific natural and human-caused/technological hazards identified in the County's most current Hazard Identification and Vulnerability Assessment. The IAs are designed as functional checklists that identify step-by-step actions for each hazard through the pre-incident, response and recovery stages of an incident. Table 1-6 identifies the IAs included in this plan.

Table 1-6 Incident Annexes	
Annex	Hazard
IA 1	Flood (including Dam Failure)
IA 2	Severe Weather (including Landslide)
IA 3	Transportation Accidents

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<b>Table 1-6 Incident Annexes</b>	
<b>Annex</b>	<b>Hazard</b>
IA 4	Utility Failure
IA 5	Major Fire
IA 6	Earthquake
IA 7	Hazardous Materials Incident
IA 8	Terrorism
IA 9	Drought

*Note: Resource shortages and civil disobedience are considered secondary risks during any emergency situation.*

## 1.5 Relationship to Other Plans

### 1.5.1 Federal Plans

#### 1.5.1.1 Presidential Policy Directive 8

Presidential Policy Directive 8: National Preparedness (PPD-8) describes the United States' approach to preparing for the threats and hazards that pose the greatest risk to the security of the country. This directive is based on the principle that national preparedness is the shared responsibility of all members of the nationwide community. Every member contributes to this goal, including individuals, communities, the private and nonprofit sectors, faith-based organizations, and Federal, State, and local governments.

##### 1.5.1.1.1 National Preparedness Goal

The National Preparedness Goal outlined in PPD-8 characterizes the United States' security and resilience by identifying key mission areas and core capabilities that are necessary to deal with great risks, and we will use an integrated, layered, nationwide approach as its foundation.

Using these core capabilities, the National Preparedness Goal is achieved by:

- Preventing, avoiding, or stopping a threatened or an actual act of terrorism.
- Protecting United States' citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows their interests, aspirations, and way of life to thrive.
- Mitigating loss of life and property by lessening the impact of future disasters.

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- Responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovering through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historical, and environmental fabric of communities affected by a catastrophic incident.

### 1.5.1.1.2 National Preparedness System

The National Preparedness System is the instrument the United States will employ to build, sustain, and deliver the mission areas and core capabilities identified in the National Preparedness Goal in order to ensure the nation's security and resiliency. The guidance, programs, processes, and systems that support each component of the National Preparedness System enable a collaborative, whole-community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government.

### 1.5.1.2 National Incident Management System

In 2003, Homeland Security Presidential Directive (HSPD) 5 required all Federal agencies to adopt NIMS and use it to guide incident management. NIMS provides a consistent nationwide framework and comprehensive approach to enable government at all levels, the private sector, and nongovernmental organizations to work together to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents regardless of their cause, size, location, or complexity.

A core component of NIMS is ICS. ICS is a management system designed to enable effective, efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.

### 1.5.1.3 National Response Framework

The NRF is a guide to how State and Federal government should conduct all-hazards response. It is built upon scalable, flexible, and adaptable coordination structure to align key roles and responsibilities across the country. It describes specific authorities and best practices for managing incidents that range from the serious, but purely local, to large-scale terrorist attacks or catastrophic natural disasters.

The NRF organizes the types of response assistance a state is most likely to need into 15 ESFs. Each ESF has a primary agency assigned for maintaining and coordinating response activities.



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### 1.5.1.4 National Disaster Recovery Framework

The National Disaster Recovery Framework provides guidance that enables effective recovery support to disaster-impacted States, tribes, and local jurisdictions. It provides a flexible structure that enables disaster recovery managers to operate in a unified and collaborative manner. It also focuses on how best to restore, redevelop, and revitalize the health, social, economic, natural, and environmental fabric of the community and build a more resilient nation.

The National Disaster Recovery Framework defines:

- Core recovery principles.
- Roles and responsibilities of recovery coordinators and other stakeholders.
- A coordinating structure that facilitates communication and collaboration among all stakeholders.
- Guidance for pre- and post-disaster recovery planning.
- The overall process by which communities can capitalize on opportunities to rebuild stronger, smarter, and safer.

### 1.5.2 State Plans

#### 1.5.2.1 State of Oregon Emergency Management Plan

The Oregon Emergency Management Plan (EMP) is developed, revised, and published by the Director of Oregon Emergency Management (OEM) under the provisions of Oregon Revised Statutes (ORS) 401.092, which are designed to coordinate the activities of all public and private organizations that provide emergency services within the State and to provide for and staff a State Emergency Coordination Center (ECC) to aid the Governor. ORS 401.035 makes the Governor responsible for the emergency services system within the State of Oregon. The Director of OEM advises the Governor and coordinates the State's response to an emergency or disaster.

The Oregon EMP consists of three volumes:

- *Volume I: Preparedness and Mitigation* consists of plans and guidance necessary for State preparation to resist a disaster's effects. Sections include disaster hazard assessment, the Emergency Management Training and Exercise Program, and plans to mitigate (or lessen) a disaster's physical effects on citizens, the environment, and property.
- *Volume II: Emergency Operations Plan* broadly describes how the State uses organization to respond to emergencies and disasters. It delineates the EMO; contains FAs that describe the management of functional areas common to most major emergencies or disasters, such

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as communications, public information, and others; and contains hazard-specific annexes.

- *Volume III: Relief and Recovery* provides State guidance, processes, and rules for assisting Oregonians with recovery from a disaster's effects. It includes procedures for use by government, business, and citizens.

Activation and implementation of the Oregon EMP (or specific elements of the plan) may occur under various situations. The following criteria would result in activation of the EMP, including the EOP:

- The Oregon Emergency Response System receives an alert from an official warning point or agency, indicating an impending or probable incident or emergency.
- The Governor issues a "State of Emergency" declaration.
- A Statewide disaster is imminent or occurring.
- Terrorist activities or weapons of mass destruction incidents are occurring or imminent.
- An alert, site emergency, or general emergency is declared at the Washington Hanford Nuclear Reservation in Washington State or at the research reactors at Oregon State University or Reed College.
- A localized emergency escalates, adversely affecting a larger area or jurisdiction and exceeding local response capabilities.
- A geographically limited disaster requires closely coordinated response by more than one State agency.
- An affected city or county fails to act.

### 1.5.3 County Plans

#### 1.5.3.1 Douglas County Emergency Operations Plan

The County EOP is an all-hazard plan describing how the County will organize and respond to events that occur in individual cities, across the County, and in the surrounding region. The plan describes how various agencies and organizations in the County will coordinate resources and activities with other Federal, State, local, tribal, and private-sector partners. Use of NIMS/ICS is a key element in the overall County response structure and operations.

The County EOP Basic Plan describes roles, responsibilities, and concepts of operations, command, and control, while clearly defining escalation pathways and legal authorities involved with critical decision making and resource allocation by local and County governments. The 15 ESF annexes supplement the information

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in the Basic Plan and are consistent with the support functions identified in State and Federal plans. Each ESF serves as an operational-level mechanism for identifying primary and support entities to maintain capabilities for providing resources and services most likely needed throughout all emergency mission areas. In addition, the County EOP contains IAs that provide tactical information and critical tasks unique to specific natural and human-caused/technological hazards that could pose a threat to the County.

If capabilities or resources prove limited or unavailable to the City during an emergency or disaster, escalation pathways and resource request procedures for seeking additional resources through County, State, or Federal agencies are clearly defined in each County ESF.

### 1.5.4 City Plans

#### 1.5.4.1 Continuity of Operations and Continuity of Government Plans

The City is in the process of drafting a Continuity of Operations (COOP) plan. Once developed and implemented, this plan may be used in conjunction with the EOP during various emergency situations. The COOP plan details the processes for accomplishing administrative and operational functions during emergencies that may disrupt normal business activities. It also identifies essential functions of local government, private-sector businesses, and community services and delineates procedures to support their continuation. In addition, it addresses the following:

- Identification and prioritization of essential functions.
- Establishment of orders of succession for key positions.
- Establishment of delegations of authority for making policy determination and other decisions.
- Identification of alternate facilities, alternate uses for existing facilities, and, as appropriate, virtual office options, including telework.
- Development of interoperable communications systems.
- Protection of vital records needed to support essential functions.
- Management of human capital.
- Development of a Test, Training, and Exercise Program for continuity situations.
- Devolution of Control planning.

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- Reconstitution and resumption of normal operations.

### 1.5.4.2 Hazard Mitigation Plan

Mitigation Plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The plan creates a framework for risk-based decision making to reduce deaths and injuries, property damage, and the economic impact from future disasters. Hazard mitigation is sustained action taken to reduce or eliminate long-term risk to people and their property from hazards.

The Sutherlin Hazard Mitigation Plan identifies the severity, frequency, and level of concern of natural and human-caused hazards to which the City is subject. This plan further assesses the severity, frequency, and level of concern for impact to community resources (e.g. storm water system) from these hazards. Community Action Items are based on these ratings and community goals. Sutherlin's community goals are: (A) Prevent Loss of Life, (B) Reduce Property Damage, (C) Enhance Survivability of Infrastructure and Utilities, (D) Increase Preparedness, and (E) Enhance Education and Public Awareness

*See the City of Sutherlin Hazard Mitigation Plan or Chapter 2 for a more detailed hazard analysis.*

### 1.5.5 Support Agency Plans

The City's EMO is supported by a number of partner agencies. The City encourages support agencies to design plans that complement the City EOP, and the City will seek to engage support agencies in the EOP update process to ensure appropriate linkages. The following is a list of current support agency plans:

- Sutherlin Fire - Community Wildfire Protection Plan
- School District #130 – Emergency Plan

## 1.6 Authorities

### 1.6.1 Legal Authorities

In the context of this EOP, a disaster or major emergency is characterized as an incident requiring the coordinated response of all government levels to save the lives and protect the property of a large portion of the population. This plan is issued in accordance with, and under the provisions of, ORS Chapter 401, which establishes the authority for the highest elected official of the City Council to declare a state of emergency.

The City conducts all emergency management functions in a manner consistent with NIMS. The City has plans to formally adopt NIMS by resolution; procedures supporting NIMS implementation and training for the City will be developed and formalized by the City EMO.

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The Emergency Manager, has the authority and responsibility for the organization, administration, and operations of the EMO. The Emergency Manager may delegate any of these activities to designees, as appropriate.

Table 1-7 sets forth the Federal, State, and local legal authorities upon which the organizational and operational concepts of this EOP are based.

<b>Table 1-7 Legal Authorities</b>	
<b>Federal</b>	
–	<a href="#"><u>Executive Order 13347, July 2004, Individuals with Disabilities in Emergency Preparedness</u></a>
–	<a href="#"><u>Homeland Security Presidential Directive 5: Management of Domestic Incidents</u></a>
–	National Disaster Recovery Framework
–	<a href="#"><u>National Incident Management System (NIMS)</u></a>
–	<a href="#"><u>National Preparedness Goal</u></a>
–	<a href="#"><u>National Response Framework (NRF)</u></a>
–	<a href="#"><u>Pet Evacuation and Transportation Standards Act of 2006, Public Law 109-308, 2006</u></a>
–	<a href="#"><u>Presidential Policy Directive 8: National Preparedness</u></a>
–	<a href="#"><u>Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended</u></a>
<b>State of Oregon</b>	
–	<a href="#"><u>Oregon Revised Statutes (ORS) 294.481 – Authorization to Receive Grants or Borrow or Expend Moneys to Respond to Public Emergency</u></a>
–	<a href="#"><u>Oregon Revised Statutes 279B.080 – Emergency Procurements</u></a>
–	<a href="#"><u>ORS 401. Emergency Management and Services</u></a>
–	<a href="#"><u>ORS 402. Emergency Mutual Assistance Agreements</u></a>
–	<a href="#"><u>ORS 403. 911 Emergency Communications System; 2-1-1 Communications System; Public Safety Communications System</u></a>
–	<a href="#"><u>ORS 404. Search and Rescue</u></a>
–	<a href="#"><u>ORS 431. State and Local Administration and Enforcement of Health Laws</u></a>
–	<a href="#"><u>ORS 433. Disease and Condition Control; Mass Gatherings; Indoor Air</u></a>
–	<a href="#"><u>ORS 476. State Fire Marshal; Protection From Fire Generally</u></a>
–	<a href="#"><u>ORS 477. Fire Protection of Forests and Vegetation</u></a>
–	<a href="#"><u>State of Oregon Emergency Operations Plan</u></a>
<b>Douglas County</b>	
–	Emergency Ordinance of Douglas County
–	Douglas County Emergency Operations Plan
<b>City of Sutherlin</b>	
–	A Resolution Concerning the Adoption of the Sutherlin Hazard Mitigation Plan and Declaring an Emergency (Resolution 2005-08), 2005
–	City of Sutherlin Emergency Operations Plan, 2012

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### 1.6.2 Mutual Aid and Intergovernmental Agreements

State law (ORS 402.010 and 402.015) authorizes local governments to enter into Cooperative Assistance Agreements with public and private agencies in accordance with their needs (e.g., the Omnibus Mutual Aid Agreement). Personnel, supplies, and services may be used by a requesting agency if the granting agency cooperates and extends such services. However, without a mutual aid pact, both parties must be aware that State statutes do not provide umbrella protection except in the case of fire suppression pursuant to ORS 476 (the Oregon State Emergency Conflagration Act).

Copies of these documents can be accessed through the Emergency Manager, City Manager, Police Chief, and Sutherlin Fire Chief. During an emergency situation, a local declaration may be necessary to activate these agreements and allocate appropriate resources.

*See individual FAs for existing mutual aid agreements. See the COOP plan for further information on the development mutual aid in support of facilities continuity (provision of alternate facilities for use during an emergency if municipal facilities are affected by the disaster).*

## 1.7 Emergency Powers

### 1.7.1 General

Based on local ordinances and State statutes, a local declaration by the City Council allows for flexibility in managing resources under emergency conditions, such as:

- Diverting funds and resources to emergency operations in order to meet immediate needs.
- Authorizing implementation of local emergency plans and implementing extraordinary protective measures.
- Receiving resources from organizations and individuals initiated through mutual aid and cooperative assistance agreement channels.
- Providing specific legal protection for actions initiated under emergency conditions.
- Setting the stage for requesting State and/or Federal assistance to augment local resources and capabilities.
- Raising public awareness and encouraging the community to become involved in protecting their resources.

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The City Attorney should review and advise City officials on possible liabilities arising from disaster operations, including the exercising of any or all of the above powers.

### 1.7.2 City of Sutherlin Disaster Declaration Process

A declaration of emergency by the City is the first step in accessing State and Federal disaster assistance. The Mayor (or designee), as authorized by the City Code, may declare that a state of emergency exists. This declaration remains in effect until the Mayor or other authorized person terminates the state of emergency when the emergency or threat of emergency no longer exists.

OEM has set forth the following criteria necessary in declaring a local emergency:

- Describe the nature of the emergency.
- Designate the geographic boundaries of the area where the emergency exists, and the portion of the affected area lying within City boundaries.
- Estimate the number of individuals at risk, injured, or killed.
- Describe the actual or likely damage caused by the emergency.
- State the type of assistance or resources required to respond to the emergency.
- Estimate the length of time during which the designated area will remain in an emergency status.
- State the specific regulations or emergency measures imposed as a result of the declaration of emergency.

The declaration of emergency will be written based upon the best information available at the time. It may be amended, based upon additional information or changes in the situation. The City Attorney may be consulted to review the declaration of emergency for legality or sufficiency of emergency measures and emergency powers invoked within the document.

If County, State, or Federal assistance is needed, the declaration must also state that all appropriate and available local resources have been expended and contain a request to the Governor for the type of assistance required (if needed). The Command and General Staff have the following responsibilities in the declaration process:

- **Operations.** Identify necessary resources and outline special powers needed to respond to the emergency. Assist in conducting the Initial Damage Assessment (IDA).

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- **Planning.** Provide situation and resource summaries and initial and preliminary damage assessments.
- **Logistics.** Compile resource requests
- **Finance.** Assist in conducting the Preliminary Damage Assessment (PDA) and coordinate damage survey activities.
- **Command.** Present the package to City Council.
  - **Liaison Officer.** If the declaration is approved by the City Council, notify neighboring jurisdictions.

*See Appendix B for sample Declaration of Emergency forms.*

### 1.7.3 Douglas County Declaration Process

The Douglas County Board of Commissioners (BOC) will typically receive a request to declare a local state of emergency from a county department head or a city official. For a public health emergency, the Douglas County Health and Social Services Department Administrator will advise the BOC to issue the declaration. The BOC, with support from county legal staff, will declare a state of emergency for Douglas County based on an assessment of the following conditions: incident type, location, date, and time; area impacted; people at risk; injuries and deaths; extent of property damage; actions taken; and resources committed and anticipated resources needed. Local declarations of emergency for which State and/or Federal assistance is requested will be forwarded to the Governor via OEM. A verbal statement may precede the official declaration.

### 1.7.4 State Assistance

State assistance may be provided after local resources are exhausted, nearing depletion, or projected to be inadequate, and mutual aid agreements (MAAs) have been initiated.

The OEM Operations Officer coordinates with the agencies represented in the State ECC to determine the best way to support local government requests. The Operations Officer evaluates resource requests based on the goals and priorities established by the Director. Agency representatives keep the Operations Officer informed of resources assigned, resources available for commitment, and the status of assigned missions.

State resources are provided to the local EMO or local Incident Commander as agreed by the entities concerned. The OEM Director makes final decisions in cases of conflicting interest such as competing resource requests or priority questions.



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**1.7.5 Federal Assistance**

The Federal Emergency Management Agency (FEMA) provides resources, coordination, planning, training, and funding to support state and local jurisdictions when requested by the Governor.

In the event that the capabilities of the State are not sufficient to meet the requirements as determined by the Governor, Federal assistance may be requested. OEM coordinates all requests for Federal assistance through the State ECC. FEMA coordinates the Governor's Presidential request for assistance in accordance with the NRF.

**1.8 Continuity of Government****1.8.1 Lines of Succession**

Table 1-8 provides the policy and operational lines of succession during an emergency for the City.

<b>Table 1-8 City Lines of Succession</b>	
<b>Emergency Coordination</b>	<b>Emergency Policy and Governance</b>
Emergency Manager/ City Manager	Mayor
Chief of Police	Council President
Community Development Director	Council members (order of succession)

Each City department is responsible for pre-identifying staff patterns showing a line of succession in management's absence. Lines of succession will be formalized in a COOP; once adopted, this plan can be found in the Emergency Manager's Office and Human Resources Director's Office. The COOP Plan establishes policy and guidance to ensure the execution of mission essential functions in the event that an emergency threatens or incapacitates operations. All employees will be trained on the protocols and contingency plans required to maintain leadership within their departments. The Emergency Manager, will provide guidance and direction to department heads to maintain continuity of government and operations during an emergency. Individual department heads within the City are responsible for developing and implementing Continuity of Government and COOP plans to ensure continued delivery of vital services during an emergency.

*See the COOP plan for further information on continuity of operations planning and policies as well as delegation of authority.*

**1.8.2 Preservation of Vital Records**

Each City department must provide for the protection, accessibility, and recovery of the agency's vital records, systems, and equipment. These are records, systems, and equipment that, if irretrievable, lost, or damaged, will materially impair the agency's ability to conduct business or carry out essential functions.

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*See the COOP plan for further information on the preservation through remote storage of vital records.*

**1.9 Administration and Logistics****1.9.1 Request, Allocation, and Distribution of Resources**

Resource requests and emergency/disaster declarations must be submitted by the City Emergency Manager to the County Emergency Management Director according to provisions outlined under ORS Chapter 401.

The Emergency Manager of the City is responsible for the direction and control of the City's resources during an emergency and for requesting any additional resources required for emergency operations. All assistance requests are to be made through County Emergency Management via the County EOC. County Emergency Management processes subsequent assistance requests to the State.

In the case of emergencies involving fires threatening life and structures, the Conflagration Act (ORS 476.510) can be invoked by the Governor through the Office of State Fire Marshal. This act allows the State Fire Marshal to mobilize and fund fire resources throughout the State during emergency situations. The Sutherlin Fire Chief and /or the Deputy Fire Chief, and County Fire Defense Board Chief, will assess the status of the incident(s) and, after determining that all criteria have been met for invoking the Conflagration Act, notify the State Fire Marshal via the Oregon Emergency Response System. The State Fire Marshal reviews the information and notifies the Governor, who authorizes the act.

**1.9.2 Financial Management**

During an emergency, the City is likely to find it necessary to redirect its funds to effectively respond to the incident. The authority to adjust department budgets and funding priorities rests with the City Council. If an incident in the City requires major redirection of City fiscal resources, the City Council will meet in emergency session to decide how to respond to the emergency funding needs, declare a state of emergency, and request assistance through the County as necessary. The following general procedures will be carried out:

- The City Council will meet in emergency session to decide how to respond to the emergency funding needs.
- The City Council will declare a state of emergency and request assistance through the County.
- If a quorum of councilors cannot be reached, and if a prompt decision will protect lives, City resources and facilities, or private property, the City Manager (or designee) may act on emergency funding requests. The Mayor and City Council will be advised of such actions as soon as practical.

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- To facilitate tracking of financial resources committed to the incident, and to provide the necessary documentation, the Finance Section will establish a discrete charge code for all incident-related personnel time, losses, and purchases.

Expenditure reports should be submitted to the Finance Department and managed through the Finance Director to identify budgetary shortfalls. The Finance Department will support procurement issues related to personnel, both volunteer and paid. In addition, copies of expense records and all supporting documentation should be submitted for filing FEMA Public Assistance reimbursement requests. During activation of the City EOC, financial management will be handled by the Finance Section, which will be staffed by the Finance Department.

### 1.9.3 Legal Support and Liability Issues

Liability issues and potential concerns among government agencies, private entities, and other response partners and across jurisdictions are addressed in MAAs and other formal memoranda established for the City and its surrounding areas.

### 1.9.4 Reporting and Documentation

Proper documentation and reporting during an emergency is critical for the City to receive proper reimbursement for emergency expenditures and to maintain a historical record of the incident. City staff will maintain thorough and accurate documentation throughout the course of an incident or event. Incident documentation should include:

- Incident and damage assessment reports.
- Incident command logs.
- Cost recovery forms.
- Incident critiques and after action reports.

## 1.10 Safety of Employees and Family

All department heads (or designees) are responsible for the safety of employees. Employees should attempt to contact their supervisors and managers within the first 24 hours following an incident. Emergency 911 should only be utilized if emergency assistance is needed. Agencies and departments with developed COOP plans will establish alternate facilities and staff locations, as applicable. Notification procedures for employee duty assignments will follow the required procedures established by each agency and department.

During biological incidents or public health emergencies such as influenza pandemics, maintaining a resilient workforce is essential to performing the overall response activities required to protect the City and surrounding community from significant impacts to human lives and the economy. Thus, personnel should be

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provided with tools to protect themselves and their families while they provide health and medical services during a pandemic or other type of public health emergency.

Currently, plans formally addressing the safety and protection of medical personnel and response staff during a biological incident and/or contagious outbreak have not been developed. Safety precautions and personal protective equipment decisions will be specific to the type of incident and will require just-in-time training among the first responder community and other support staff to implement appropriate procedures.

If necessary, the Oregon Occupational Safety and Health Administration, in coordination with the Oregon Health Authority, may provide assistance and guidance on worker safety and health issues. Information about emergency procedures and critical tasks involved in a biological emergency incident or disease outbreak is presented in IA 9 of the County EOP.

While all City agencies and employees are expected to contribute to the emergency response and recovery efforts of the community, employees' first responsibility is to their own and their families' safety. Each employee is expected to develop family emergency plans to facilitate family safety and self-sufficiency, which in turn will enable employees to assume their responsibilities to the County and its citizens as rapidly as possible.

*See the COOP plan for further information on processes that support employees and their families during emergency situations or disasters.*

# 2

## Situation and Planning Assumptions

### 2.1 Situation

The City of Sutherlin is exposed to many hazards, all of which have the potential to disrupt the community, cause damage, and create casualties. Natural hazards to which the City is subject include droughts, floods, wildfires, and winter storms. The threat of a chemical, biological, radiological, nuclear or explosive incident is present as well. Other disaster situations could develop from hazardous material accidents, health-related incidents, conflagrations, major transportation accidents, or acts of terrorism.

#### 2.1.1 Community Profile

The City of Sutherlin was established in 1911 and comprises approximately 5.20 square miles in the Camas Swale valley between the Cascade Mountain Range and the Coastal Mountain Range in north-central Douglas County, Oregon. The City is located at the intersection of State Route 138 (SR-138) (a major east-west road running through the Camas Swale to the Umpqua River), Old Pacific Highway 99, and the railroad line. Interstate Highway 5 (I-5) also runs north/south through western portions of the City. Sutherlin and Cooper Creek run through eastern portions of the City south of Central Avenue, and Cook Creek (tributary to Calapooya Creek) runs through western portions of the City adjacent to SR-138.

Community characteristics including geography and climate, demographics, economy, education, transportation, cultural and historic resources, and community events are identified in the following sections. Information contained in this community profile was provided by the Comprehensive Plan for the City of Sutherlin, Oregon Blue Book, City-Data.com, the U.S. Census Bureau, and Plat 1 and Cooper Creek Dam Emergency Action Plans.

##### 2.1.1.1 Geography and Climate

Sutherlin's natural features make the environment and population vulnerable to natural disasters. The City is situated on the valley floor, with generally flat to gently rolling terrain surrounded by steep hills forming ridgelines to the north and south of the City. The local mean elevation is 518 feet above sea level. Sutherlin and Cooper Creeks, as well as several former log ponds, are the dominant water features of the City; both of these creeks have been impounded behind earthen dams (see sections on Plat 1 and Cooper Creek Dams below). Calapooya Creek, north of the City, is the primary municipal water source.

## 2. Situation and Assumptions

Sutherlin has a temperate climate, with cool wet winters and hot, dry summers. The yearly average temperature is 54 degrees Fahrenheit (°F). Temperature ranges from a monthly low of 32 °F in January to an average monthly high of 83 °F Fahrenheit in July. Average annual precipitation is 41 inches, with the wettest month in November and the driest month in July. Yearly snowfall averages 6 inches.

### Plat 1 Dam

The Plat 1 Dam and reservoir are located on Sutherlin Creek, approximately 5.1 miles above the City of Sutherlin (see FA 3 – Infrastructure Services for a map of the Plat 1 Dam and Reservoir location). Constructed in the 1960's, the Plat 1 Dam is a rolled earth fill embankment resulting in an approximately 250-acre reservoir with a floodwater storage capacity of roughly 2000 acre-feet. The dam regulates floodwater and irrigation water storage.

### Cooper Creek Dam

The Cooper Creek Dam and reservoir are located on Cooper Creek, approximately 1 mile upstream from the City of Sutherlin (see FA 3 – Infrastructure Services for a map of the Cooper Creek Dam and Reservoir location). The Cooper Creek Dam is a modified homogenous earth fill dam resulting in an approximately 200-acre reservoir with a floodwater storage capacity of roughly 4,700 acre-feet. The dam regulates floodwater and serves as a recreation and municipal water source.

#### 2.1.1.2 Demographics

The City of Sutherlin is a fast-growing rural community with a 2010 population of 7,810, an approximate 17.1% increase in population since the year 2000. Historically, 80% of the burden following a disaster falls on the public; of which a disproportionate burden is placed upon vulnerable populations. For emergency planning purposes, children, elderly adults, the disabled, people whose primary language is not English, and low income residents are considered vulnerable populations. In the year 2010, there were 481 children under the age of 5 (6.2% of the population), 451 children aged 5–9 (5.8% of the population), and 995 adolescents aged 10–19 (10.5% of the population). Twenty-four percent of the population (1,877 people) is aged 65 years and older. Based on the 2006–2010 American Community Survey 5-year estimates, 16.7% of all people in the City are below the poverty level and 1.5% of the population (108 persons) speaks English less than “very well.” Special needs likely to arise in a disaster are provisions for warning, evacuation, and providing temporary refuge and professional care for persons who have physical and mental disabilities or who are too young or too old to care for themselves.

The City has approximately 3,234 total housing units. Of these housing units, approximately 19.3% were built before 1960, and approximately 19.2% are mobile homes. Older buildings tend to sustain greater damage from natural disasters due to fewer building codes, lack of earthquake-resistant designs

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(developed in the late 1960's), and lack of FEMA floodplain mapping (developed in the 1970s). More advanced seismic building codes were implemented in 1980; approximately 49.7% of the City's housing stock was built before 1980. Mobile homes are generally more prone to wind and water damage than homes made of more traditional materials.

### 2.1.1.3 Economy

Sutherlin is the second-largest city in Douglas County, and it has experienced rapid growth during the past decades. The population grew about 33 percent between 1990 and 2000 and another 17% between 2000 and 2010. The local climate is ideal for forestry and agriculture, two industries upon which Sutherlin heavily relies. Local companies harvest timber in the surrounding mountains, and local farmers raise livestock, most notably sheep, on rich grasslands nearby. The Oregon Economic and Community Development Department reported that the five largest employers in Sutherlin as of November 2000 are Murphy Plywood (280), Orenco Systems, Inc. (185), Sutherlin School District (183), Ray's Food Place (101), and the City of Sutherlin (55).

Additionally, construction of I-5 on the west side of the City has resulted in the formation of a new commercial node around the Central Avenue interchange spurring growth westward from the highway. This western area is expected to continue absorbing much of the City growth for the near future.

### 2.1.1.4 Education

Sutherlin School District #130 is the public school district serving K-12 education in the City of Sutherlin. The district includes East Primary (K-3), West Intermediate (4-6), Sutherlin Middle (7-8) and Sutherlin High (9-12).

### 2.1.1.5 Transportation

Several important transportation routes run through Sutherlin. The City straddles I-5, the major north-south thoroughfare on the west coast, and SR-138, a major east-west connector to coastal areas. The Central Oregon Pacific Railroad also provides north-south rail freight service that extends through Sutherlin adjacent to Old Highway 99. No passenger rail services are currently provided in Sutherlin. Public transportation includes fixed-route transit services provided by Umpqua Regional Transit and local Dial-a-Ride service. Greyhound bus service is available in the community, and the nearest passenger rail service is available from the Amtrak station in Roseburg. The City is also serviced by overnight express parcel service by Federal Express.

### 2.1.1.6 Community Events

Community events and unique time variables may influence the City's ability to respond to emergencies. These events include but are not limited to the Blackberry Festival (occurs in August each year), Stampede Rodeo (occurs in July each year), and Christmas Parades (occurs in December each year). Additional details can be found at [www.ci.sutherlin.or.us](http://www.ci.sutherlin.or.us).

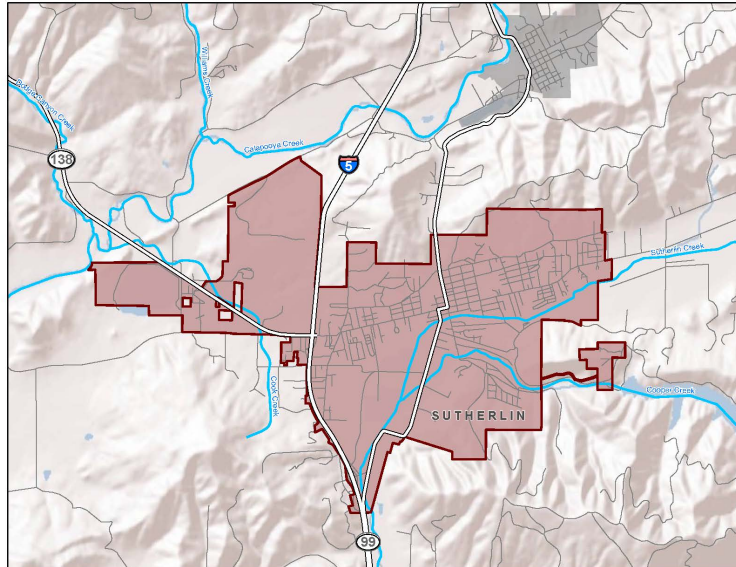


## 2. Situation and Assumptions

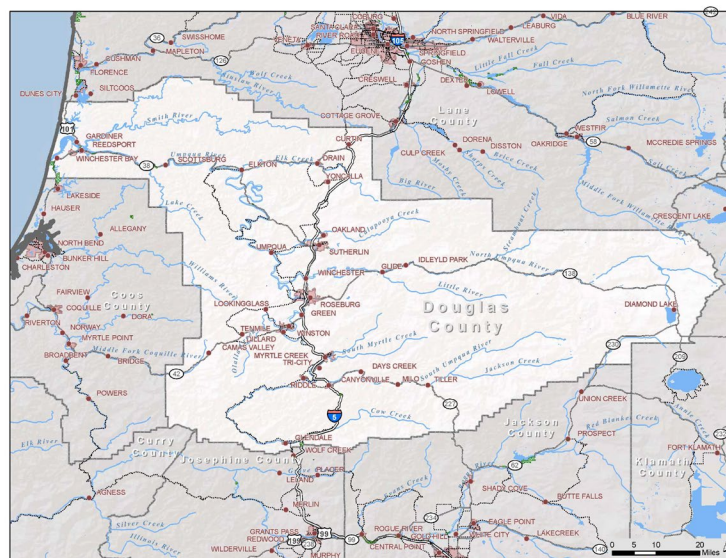
### 2.1.1.7 Historic and Cultural Resources

Historic and cultural resources such as historic structures and landmarks can help define a community and may also be sources of tourism dollars. For these reasons, it is important to protect these resources from the impact of disasters. Within Sutherlin's city limit, the Sutherlin Bank Building on Central Avenue is listed on the National Register of Historic Places. Additionally, many covered bridges in the vicinity of Sutherlin are important cultural resources for the City.

**Figure 2-1 Map of City of Sutherlin**



**Figure 2-2 Map of Douglas County**





## 2. Situation and Assumptions

### 2.1.2 Hazards and Threats

The City may be subject to a variety of natural, technological, and human-caused hazards and threats.

- **Natural Hazards.** Result from acts of nature.
- **Technological Hazards.** Result from accidents or the failures of systems and structures.
- **Threats or Human-Caused Incidents.** Result from intentional actions of an adversary.

Table 2-1 identifies the hazard/threat most likely to impact the City based on the community's vulnerability and the resulting potential impacts of the hazard/threat. These hazards and threats to which the City is subject are discussed in the following sections.

Table 2-1 Identified Threats/Hazards in the City of Sutherlin		
Natural	Technological	Human-Caused
<ul style="list-style-type: none"> <li>• Earthquake</li> <li>• Flood</li> <li>• Severe Weather               <ul style="list-style-type: none"> <li>○ Winter Storm</li> <li>○ Windstorm</li> <li>○ Landslide</li> </ul> </li> <li>• Wildfire</li> <li>• Drought</li> </ul>	<ul style="list-style-type: none"> <li>• Dam Failure</li> <li>• Hazardous Materials Incident (Hazardous Spill)</li> <li>• Disruption of Emergency Vehicles</li> <li>• Utility Failure</li> <li>• Bridges</li> </ul>	<ul style="list-style-type: none"> <li>• Terrorism</li> </ul>

*See the Douglas County Natural Hazard Mitigation Plan, 2009, for more information regarding hazards for the area.*

#### 2.1.2.1 Flood

Various water features within and adjacent to the City make it susceptible to flood damage. Sutherlin Creek, Cooper Creek, and Cook Creek flow through the City. There is a history of Sutherlin Creek overflowing its banks, resulting in damage to the downtown area and portions of Taylor Road and Old Highway 99. There is also a localized flooding problem along Cook Creek that affects the West Side Fire Station and SR-138. Historically, the winter floods of 1996 (and associated landslides) that affected Douglas County, including Sutherlin, caused 2.2 million dollars in damage, blocked major highways, and resulted in loss of life.

Plat 1 and Cooper Creek Dams are located upstream on Sutherlin and Cooper Creeks from the City of Sutherlin. If either of these is damaged, or if a reservoir overflow is required, impounded water may cause flooding within the City.

## 2. Situation and Assumptions

Depending on the type of event, damage could be catastrophic for areas of the City east of I-5 and along Sutherlin Creek to the community of Wilbur.

The City has recently undertaken a storm water modeling study in order to more effectively plan for flood hazards, improve infrastructure, and guide new development. This study will calculate and map projected 100-year flood elevations and evaluate different community development scenarios. The City is also considering relocation of the West Side Fire Station to avoid future flood impact. The Sutherlin Water Control District has also developed Emergency Action Plans for the Plat 1 and Cooper Creek Dams.

Community resources at risk of Flood hazards include: water and sewer systems, transportation routes, buildings and structures.

### 2.1.2.2 Severe Weather

The City of Sutherlin is subject to severe weather situations, including severe winter storms and windstorms. Severe weather can cause transportation routes in and out of the City to become impassible. Severe weather can also cause power outages, landslides, and flooding. Flood hazards are addressed in section 2.1.2.1.

#### Winter Storm

Severe winter storm may occur throughout the State of Oregon, including the City of Sutherlin. The City has experienced a cycle of severe weather every 8 to 10 years. Due to lack of equipment and personnel, the City Community Development – Public Works Department may not be able to adequately respond to snow and ice that could come with severe weather. In addition to various hazard conditions winter storms may cause, I-5 may become impassable, stranding a high volume of automobile and heavy truck traffic in Sutherlin. Limited resources are available for accommodating stranded I-5 travelers for a sustained period of time.

Community resources at risk of Winter Storm hazards include buildings and structures, water and sewer systems, utilities, schools, and transportation routes.

#### Windstorm

The City is susceptible to damage from windstorms. High winds can blow down trees and cause damage to structures and utilities, in turn causing damage to buildings, automobiles, streets, utility poles and lines. Windstorms may occur in conjunction with other severe weather and wildfire, which may exacerbate damage and threaten the safety of Sutherlin residents. In 1963, a windstorm caused considerable damage to the City.

Community resources at risk of Windstorm hazards include buildings and structures, utilities, water and sewer systems, transportation routes, and area forests.

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### Landslide

The steep terrain surrounding the City makes it susceptible to landslide hazards. Landslides may threaten utilities, homes, businesses, and the local transportation system. In 1996, the City sustained moderate damage from a landslide that occurred after several heavy rainstorms. There is also potential for I-5 to be blocked by a landslide, stranding a high volume of automobile and heavy truck traffic in Sutherlin. The City's resources to respond to such an event are limited and may be insufficient to accommodate the number of people that would be impacted.

Community resources at risk of Landslide hazards include buildings and structures, utilities, water and sewer systems and transportation routes.

#### 2.1.2.3 Disruption of Emergency Vehicles

Emergency vehicle access may be disrupted by trains that periodically block railroad crossings at Central Avenue, 4th Avenue, Hastings Avenue, and Old Highway 99. An incident of this nature could remove or severely limit the response abilities of crucial police, fire, or medical services for events occurring on either side of the railroad line. This is a critical concern for the Sutherlin Police Department, which operates out of City Hall on the east side of the rail line. A railroad overpass at 4th Avenue would remove this threat and allow emergency responders to reach all areas of the City. See the Hazard Mitigation Plan for further information on mitigation of this hazard.

Community resources at risk to Disruption of Emergency Vehicles hazards include buildings and structures, water and sewer systems, utilities, schools, and transportation routes, including I-5.

#### 2.1.2.4 Utility Failure

The City is susceptible to electricity, water, or wastewater treatment utility failures. Power outages may further result in limitations to City services and emergency response capabilities because City Hall and the Police Station do not have backup power generation. There is also a need for a generator at the west and east fire stations as well as a mobile unit that may be dispatched where needed. Emergency power generators are currently located at the water and wastewater treatment plants.

Community resources at risk of Utility Failure hazards include buildings and structures, water and sewer systems, and communication.

#### 2.1.2.5 Wildfire

The City is susceptible to wildfire due to its hot, dry summers. Areas of concern for Sutherlin are located in the rural-urban interface on the peripheries of the City or near the ridges north and south of the City. The fire district lacks the resources needed to fight large fires, particularly in large commercial and industrial

## 2. Situation and Assumptions

structures. The Fire District relies on MAAs from other nearby fire districts to assemble sufficient personnel and equipment to contain such conflagrations.

Community resources at risk of Wildfire hazards include water systems, buildings and structures, watershed, utilities, and area forests.

### 2.1.2.6 Earthquake

The earthquake hazard is present throughout the State of Oregon. However, the Sutherlin area has historically experienced earthquake activity significantly below the State as a whole. Six earthquakes identified since 1993 have been centered at distances greater than 80 miles away from the City and range in magnitude from 4.2 to 6.0, and no earthquake-related damages to the City are identified in the Hazard Mitigation Plan.

Although no earthquake-related damages and no geologic features have been identified in Sutherlin, the City is considered susceptible to damage from earthquakes of sufficient magnitude elsewhere in the State. Damage to older housing and other buildings may occur, particularly old commercial buildings in the downtown core of Sutherlin.

Community resources at risk of Earthquake hazards include buildings and structures, utilities, water and sewer systems, and transportation routes.

### 2.1.2.7 Hazardous Spill

Road and rail hazardous material transportation routes, as well as fixed facilities that utilize hazardous materials or generate hazardous wastes, make the City susceptible to hazardous spills. A variety of hazardous materials transporters utilize I-5 and the Central Oregon Pacific rail line through Sutherlin. Accidents that may occur in or near the City could cause serious problems, particularly if a derailment or other rail disaster were to block the Central Avenue crossing (see section 2.1.2.3 for additional details on disruption of emergency vehicle access). Additionally, six hazardous waste handler permits have been issued for businesses operating in Sutherlin; hazardous spills at these sites may also result in an emergency.

Community resources at risk of Hazardous Spill threats include buildings and structures, utilities, and transportation routes, as well as water and sewer systems.

### 2.1.2.8 Domestic Terrorism and Terrorist-type

The City is susceptible to domestic terrorism. Terrorism assumes many forms and destructive activities that may be performed for a wide variety of causes/purposes. Eco-terrorism is considered by the Federal Bureau of Investigation to be the leading domestic terrorism threat.

In Douglas County, domestic terrorism is primarily related to forest management of wood products, agriculture, and animal-related industry. Terrorist actions may include destructive actions against government offices and businesses. There are

## 2. Situation and Assumptions

two wood product operations located in Sutherlin; one of these operations, Murphy Plywood, is also the largest employer in the City. This operation, as well as the City's water and wastewater treatment facilities, is considered relatively secure. Other potential terrorist-type activities include acts by disgruntled individuals.

Community resources at risk of Domestic Terrorism hazards include water and sewer systems, wood products, operations, utilities, schools, nearby forest, I-5 and natural gas pipeline.

### 2.1.2.9 Drought

Although the City holds water rights to the water stored in Cooper Creek Reservoir, drought is identified as a hazard to which the City is susceptible. Drought may especially affect agriculture, which is one of the top three industries in Douglas County. Historically, the City of Sutherlin has heavily relied on the agriculture industry and is developing a water conservation plan to manage water shortage situations.

Community resources at risk of Drought hazards include water and sewer systems, fire protection, and as business and industry.

### 2.1.2.10 Bridges

The National Bridge Inventory identifies 10 bridges within the City of Sutherlin. These bridges are currently considered to be in good condition. If bridges become impassable, then bottlenecks and additional demand on the transportation system may occur, as there are limited available alternate routes. Damage to bridges may also cause disruption of emergency vehicle access (see section 2.1.2.3 for additional details).

Community resources at risk of Bridges hazards include buildings and structures, utilities, and transportation routes.

### 2.1.2.11 Hazards that Originate in Neighboring Jurisdictions

In addition to the hazards identified above, hazards that originate in neighboring jurisdictions may create hazard conditions within the City. These hazards include:

- As identified in section 2.1.2.6, Earthquakes originating in neighboring jurisdictions may cause impacts to the City of Sutherlin, including damage to downtown buildings, bridges, and Cooper Creek Dam. Earthquakes may also damage utilities including water, power, and wastewater treatment.

## 2.1.3 Hazard Analysis

The City of Sutherlin has evaluated hazards in relation to threat to specific sites and structures. Resources at risk of hazards are identified in section 2.1.2. Hazards are prioritized based on:

## 2. Situation and Assumptions

- Perceived vulnerability.
- Relative importance of affected structures and facilities.
- Total number of potential hazards that might adversely affect the resource.
- Severity of damage to the overall health, safety, and welfare of the community.
- Scope and extent of effects from damage.
- Likelihood of damage.
- Relative susceptibility of the resource to damage.

Table 2-2 presents the rating system used by the City for the severity, frequency of an event, and level of concern regarding the impact of a hazard event. The City has assigned a low, medium, or high rating for severity, frequency, and level of concern to the resources at risk during an event. This hazard analysis is similar to OEM's hazard assessment methodology, which incorporates four independently weighted rating criteria (history, vulnerability, maximum threat, and probability) and three levels of severity (low, moderate, and high).

Table 2-2 City Hazard Analysis Matrix				
Hazard	Severity/Frequency and Level of Concern			Total Score
	Severity	Frequency	Level of Concern	
Score for each rating criteria = Rating Factor (High = 7-10 points; Medium = 4-6 points; Low = 1-3 points)				
Flood	8	8	8	24
Severe Winter Storm	6	6	7	19
Disruption of Emergency Vehicle	8	3	6	17
Utilities Failure	7	5	5	17
Wildfire	5	5	5	15
Earthquake	6	3	5	14
Hazardous Spill	4	3	7	14
Domestic Terrorism	6	2	3	12
Landslide	6	3	3	12
Drought	5	3	3	11
Windstorm	4	4	3	11
Terrorist-type	-	-	-	11
Emergency Operations Plan	5	-	5	10
Bridges	3	3	3	9

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### 2.1.4 Capability Assessment

The availability of the City's physical and staff resources may limit the City's capability to independently conduct both short- and long-term response actions. City response capabilities are also limited during periods when essential staff is on vacation, sick, or under furlough due to budgetary constraints.

The City has not developed a formal capabilities assessment to date. Should one be developed in the future, it will summarize the jurisdiction's prevention, protection, response, and recovery capabilities involving the defined hazards. It will also further describe the jurisdiction's limitations on the basis of training, equipment, and personnel. Equipment limitations are informally addressed in the City's Hazard Mitigation Plan.

Table 2-3 Core Capabilities by Mission Area				
Prevention	Protection	Mitigation	Response	Recovery
Planning				
Public Information and Warning				
Operational Coordination				
Forensics and Attribution Intelligence and Information Sharing Interdiction and Disruption Screening, Search, and Detection	Access Control and Identify Verification Cybersecurity Intelligence and Information Sharing Interdiction and Disruption Physical Protective Measures Risk Management for Protection Programs and Activities Screening, Search, and Detection Supply Chain Integrity and Security	Community Resilience Long-Term Vulnerability Reduction Risk and Disaster Resilience Assessment Threats and Hazard Identification	Critical Transportation Environmental Response/Health and Safety Fatality Management Services Infrastructure Systems Mass Care Services Mass Search and Rescue Operations On-Scene Security and Protection Operational Communications Public and Private Services and Resources Public Health and Medical Services Situational Assessment	Economic Recovery Health and Social Services Housing Infrastructure Systems Natural and Cultural Resources

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*See the Hazard Mitigation Plan for further information on equipment limitations and the COOP for further information on personnel limitations.*

### 2.1.5 Protection of Critical Infrastructure and Key Resources

Critical Infrastructure and Key Resources (CIKR) are owned and operated by the City or local partners and support the delivery of critical and essential services. This is essential to the City's security, public health and safety, and its economic vitality. CIKR includes the assets, systems, networks, and functions that provide vital services to the City, State, region and sometimes the nation. Emergencies, natural hazards and terrorist attacks on CIKR could significantly disrupt those activities, produce cascading effects and result in large-scale human suffering, property destruction, economic loss and damage public confidence and morale.

Mitigation activities including protection of CIKR may lower both the severity of vulnerability and max threat of hazards to the City. Local resources that may be particularly susceptible to disaster impacts are:

- **Storm Water System** - Susceptible to flood, winter storm, and hazardous spill threats.
- **Transportation System**, including emergency services and vehicle accidents - Susceptible to all hazards but may be especially susceptible to railroad and trucking accidents.
- **Plat 1 and Cooper Creek Dams** - Susceptible to domestic terrorism, earthquake, landslide, and flood hazards.
- **Buildings and Structures, Water, Wastewater Systems, and Utilities** - Susceptible to all hazards.
- **Fire District West Side Station** - Susceptible to flood and winter storm hazards.
- **Watershed and Forest** - Susceptible to winter storm, landslide, earthquake, wildfire, and drought hazards. The watershed is also susceptible to flood hazards.

*See the City Hazard Mitigation Plan for more information regarding the identification of and hazard and risk assessment for local resources.*

Protection activities that have been or may be undertaken by the City in order to mitigate hazards include the following:

- Emergency Action Plans have been developed for Plat 1 and Cooper Creek Dam



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- The Douglas County Fire District #2 and Douglas Fire Protective Association undertake fuel reduction activities in the rural-urban interface and near ridges north and south of the City in order to reduce risks.

### 2.2 Assumptions

This EOP is based on the following assumptions and limitations:

- Essential City services will be maintained as long as conditions permit.
- An emergency will require prompt and effective response and recovery operations by City emergency services, disaster relief, volunteer organizations, and the private sector.
- All emergency response staff are trained and experienced in operating under the NIMS/ICS protocol
- Each responding City and County agency will utilize existing directives and procedures in responding to major emergencies/disasters.
- Environmental, technological, and civil emergencies may be of a magnitude and severity that require State and Federal assistance.
- County support of City emergency operations will be based on the principal of self-help. The City will be responsible for utilizing all available local resources along with initiating mutual aid and cooperative assistance agreements before requesting assistance from the County.
- Considering shortages of time, space, equipment, supplies, and personnel during a catastrophic disaster, self-sufficiency will be necessary for the first hours or days following the event.
- Local emergency planning efforts focus on accommodating residents while preparing for changes in population trends throughout the year. However, significant increases to the local population may introduce challenges in meeting the needs of non-residents and other travelers during an emergency or disaster.
- All or part of the City may be affected by environmental and technological emergencies.
- The United States Department of Homeland Security provides information regarding threat conditions across the United States and identifies possible targets.

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- A terrorist-related incident or attack may occur with or without warning. If it does occur, the City could be subject to radioactive fallout or other hazards related to weapons of mass destruction. In accordance with national nuclear civil protection policy, two options have been developed to counteract such a threat: population protection and shelter-in-place programs.
- Outside assistance will be available in most major emergency/disaster situations that affect the City. Although this plan defines procedures for coordinating such assistance, it is essential for the City to be prepared to carry out disaster response and short-term actions on an independent basis.
- Control over City resources will remain at the City level even though the Governor has the legal authority to assume control in a State-declared emergency.
- City communication and work centers may be destroyed or rendered inoperable during a disaster. Normal operations can be disrupted during a general emergency; however, the City can still operate effectively if public officials, first responders, employees, volunteers, and residents are:
  - Familiar with established policies and procedures
  - Assigned pre-designated tasks
  - Provided with assembly instructions
  - Formally trained in their duties, roles, and responsibilities required during emergency operations.

# 3

## Roles and Responsibilities

### 3.1 General

Local and County agencies and response partners may have various roles and responsibilities throughout an emergency's duration. Therefore, it is particularly important that the local command structure be established to support response and recovery efforts and maintain a significant amount of flexibility to expand and contract as the situation dictates. Typical duties and roles may also vary depending on the incident's size and severity of impacts, as well as the availability of local resources. Thus, it is imperative to develop and maintain depth of qualified staff within the command structure and response community.

The County Emergency Manager is responsible for emergency management planning and operations for the area of the Douglas County lying outside the corporate limits of the incorporated municipalities of the County. The City Emergency Manager or other designated official (pursuant to city charter or ordinance) of each incorporated municipality is responsible for emergency management planning and operations for that jurisdiction. (These responsibilities may be shared with County Emergency Management under agreement.)

The City is in the process of developing procedures for conducting emergency management functions in accordance with NIMS. To assist with training and preparing essential response staff and supporting personnel to incorporate ICS/NIMS concepts in all facets of an emergency, each agency and department is responsible for ensuring that critical staff are identified and trained at a level that enables effective execution of existing response plans, procedures, and policies.

During a City-declared disaster, control is not relinquished to County or State authority but remains at the local level for the duration of the event. Some responsibilities may be shared under mutual consent.

Most City departments have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining its own emergency management procedures. Specific responsibilities are outlined below, as well as in individual annexes.

### 3.2 Emergency Management Organization

The City has an office of emergency management services separate from its existing departments. For the purposes of this plan, the City's emergency management structure will be referred to generally as the City of Sutherlin EMO. Under this structure, the Emergency Manager role is delegated. Roles and

### 3. Roles and Responsibilities

responsibilities of individual staff and agencies are described throughout the plan to further clarify the City's emergency management structure.

The Emergency Manager may, depending on the size or type of incident, delegate the authority to lead response and recovery actions to other City staff.

Additionally, some authority to act in the event of an emergency may already be delegated by ordinance or by practice. As a result, the organizational structure for the City's emergency management program can vary dependent upon the location, size, and impact of the incident. The EMO for the City is divided into two general groups—the Executive Group and Emergency Response Agencies—organized by function.

#### 3.2.1 Executive Group

The Executive Group may include representation from each City department during an event. The Executive Group is responsible for the activities conducted within its jurisdiction. The members of the group include both elected and appointed executives with certain legal responsibilities. Key general responsibilities for local elected and appointed officials include:

- Establishing strong working relationships with local jurisdictional leaders and core private-sector organizations, volunteer agencies, and community partners.
- Leading and encouraging local leaders to focus on preparedness by participating in planning, training, and exercises.
- Supporting staff participation in local mitigation efforts within the jurisdiction, including the private sector, as appropriate.
- Understanding and implementing laws and regulations that support emergency management and response.
- Ensuring that local emergency plans take into account the needs of:
  - The jurisdiction, including persons, property, and structures
  - Vulnerable populations, including unaccompanied children and those with service animals
  - Individuals with household pets.
- Encouraging residents to be prepared and participate in volunteer organizations and training courses.

##### 3.2.1.1 Mayor and City Council

The ultimate responsibility for policy, budget, and political direction for the City government is borne by the City Council. During emergencies, this responsibility includes encouraging positive support with citizen involvement and citizen

### 3. Roles and Responsibilities

assistance, issuing policy statements as needed to support actions and activities related to recovery and response efforts, and providing the political contact needed for visiting State and Federal officials. In the event of a need for a state of emergency, the Mayor (or designee) will initiate and terminate the state of emergency through a declaration ratified by the council.

General responsibilities of the Mayor and City Council include:

- Establishing emergency management authority by City ordinance.
- Adopting an EOP and other emergency management–related resolutions.
- Declaring a state of emergency and providing support to the Incident Commander in requesting assistance through the County.
- Acting on emergency funding needs.
- Attending Public Information Officer (PIO) briefings.

#### 3.2.1.2 City Manager

The City Manager is responsible for continuity of government, overall direction of City emergency operations, and dissemination of public information.

The City Manager is responsible for:

- Ensuring that all City departments develop, maintain, and exercise their respective service annexes to this plan.
- Supporting the overall preparedness program in terms of its budgetary and organizational requirements.
- Implementing the policies and decisions of the governing body.
- Ensuring, through implementation of the COOP, that City records are protected and preserved.

#### 3.2.1.3 Emergency Manager

The Emergency Manager has the day-to-day authority and responsibility for overseeing emergency management programs and activities. The Emergency Manager works with the Executive Group to ensure that there are unified objectives with regard to the City's emergency plans and activities, including coordinating all aspects of the City's capabilities. The Emergency Manager coordinates all components of the local emergency management program, including assessing the availability and readiness of local resources most likely required during an incident and identifying and correcting any shortfalls. In particular, the Emergency Manager is responsible for:

### 3. Roles and Responsibilities

- Serving as staff advisor to the City Council for emergency matters. The Emergency Manager shall serve as staff advisor to the City Manager for emergency matters as well.
- Coordinating the planning and general preparedness activities of the government and maintenance of this plan.
- Analyzing the emergency skills required and arranging the training necessary to provide those skills.
- Preparing and maintaining a resource inventory.
- Ensuring the operational capability of the City EOC.
- Activating the City EOC.
- Keeping the governing body apprised of the City's preparedness status and anticipated needs.
- Serving as day-to-day liaison between the City and County Emergency Management.
- Maintaining liaison with organized emergency volunteer groups and private agencies.

#### 3.2.1.4 City Department Heads

Department and agency heads collaborate with the Executive Group during development of local emergency plans and provide key response resources. City department and agency heads and their staffs develop, plan, and train to learn internal policies and procedures for meeting response and recovery needs safely. They also make staff available to participate in interagency training and exercise to develop and maintain the necessary capabilities, as well as clearly reinforce preparedness expectations. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of the Emergency Manager.

#### 3.2.2 Responsibilities of All Departments

Individual departments are an integral part of the emergency organization. While some departments' staff are first responders, the majority focus on supporting these first responders and/or on the continuity of services they provide to the public. Organizationally, they are a component that provides support and communication for responders.

All City departments are responsible for:

- Supporting EOC operations to ensure that the City is providing for the safety and protection of the citizens it serves.

### 3. Roles and Responsibilities

- Establishing, in writing, an ongoing line of succession of authority for each department; this document must be made known to department employees, and a copy must be filed with the City Manager and Human Resources Director. These lines of succession will be published within the COOP.
- Developing alert and notification procedures for department personnel.
- Developing operating guidelines to implement assigned duties specified by this plan.
- In coordination with the EOC Finance Section, if activated, tracking incident-related costs incurred by the department and submitting expenditure reports in accordance with financial management practices. Incident-related costs may occur during response or recovery stages and may include personnel overtime, equipment used/expended, and contracts initiated.
- Establishing internal lines of succession of authority.
- Ensuring that vehicles and other equipment are equipped and ready, in accordance with SOPs.
- Identifying critical functions and developing procedures for maintaining and/or reestablishing services provided to the public and other City departments.
- Assigning personnel to the EOC, as charged by this plan.
- Developing and implementing procedures for protecting vital records, materials, and facilities.
- Promoting family preparedness among employees.
- Ensuring that staff complete any NIMS-required training.
- Ensuring that department plans and SOPs incorporate NIMS components, principles, and policies.
- Dedicating staff time for preparedness training and participation in exercises.
- Preparing and maintaining supporting SOPs and annexes.

#### 3.2.3 Responsibilities by Function

This group includes services required for an effective emergency management program, of which response is a key element. These agencies include fire

### 3. Roles and Responsibilities

districts, law enforcement, emergency medical service (EMS) providers, and the public health, environmental health, and community development departments.

Departments or agencies assigned as primary may only have the responsibility of coordinating with other primary or supporting agencies to ensure continuity.

#### ■ Primary Agency(s)

- Identify lead agencies for emergency functions based on the agency's coordinating responsibilities, authority, functional expertise, resources, and capabilities in managing incident activities. Primary agencies may not be responsible for all elements of a function and will coordinate with supporting agencies.

#### ■ Supporting Agency(s)

- Identify agencies with substantial support roles during major incidents

#### 3.2.3.1 Transportation

**Primary Agency:** *Sutherlin Community Development – Public Works Department*

**Supporting Agencies:** *Sutherlin Police Department, Douglas County Sheriff's Office, Douglas County Public Works Department, School District #130, Dial-A-Ride and U-Trans*

Transportation responsibilities include:

- Planning for and identifying high-hazard areas, number of potential evacuees, and number of people requiring transportation to reception areas (including vulnerable populations).
- Coordinating transportation needs for Access and Functional Needs Populations.
- Identifying emergency traffic routes.
- Determining optimal traffic flow and movement priority from residences to highways.
- Confirming and managing locations of staging areas and pick-up points for evacuees requiring public transportation.
- Coordinating transportation services, equipment, and personnel using emergency routes.
- Providing guidance on commuting arrangements for essential workers during the evacuation period.



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- Proposing locations of roadblocks and patrols for evacuation movement.
- Assisting with control and safety measures in the evacuated area and reassigning personnel during the evacuation period.

*FA 3 – Infrastructure Services and the County EOP, ESF 1 – Transportation for more details.*

#### 3.2.3.2 Communications

**Primary Agency:** *Douglas County Sheriff's Office*

**Supporting Agencies:** *Sutherlin Police Department, Sutherlin Community Development – Public Works Department, Amateur Radio Operators, Charter, and Century Link*

#### Alert and Warning

Alert and warning responsibilities include:

- Disseminating emergency public information, as requested by the Incident Commander or PIO.
- Receiving and disseminating warning information to the public and key County and City officials.

#### Communication Systems

Communication responsibilities include:

- Establishing and maintaining emergency communications systems.
- Coordinating the use of all public and private communication systems necessary during emergencies.
- Managing and coordinating all emergency communication within the EOC, once activated.

*See FA 1 – Emergency Services and the County EOP, ESF 2 – Communications for more details.*

#### 3.2.3.3 Public Works and Engineering

**Primary Agency:** *Sutherlin Community Development – Public Works Department*

**Supporting Agencies:** *Douglas County Public Works Department, Douglas County Building Official, Sutherlin Water Control District*

Public works and engineering responsibilities include:

- Barricading hazardous areas.

### 3. Roles and Responsibilities

- Performing priority restoration of streets and bridges.
- Protecting and restoring waste treatment and disposal systems.
- Augmenting sanitation services.
- Assessing damage to streets, bridges, traffic control devices, the wastewater treatment system, and other public works facilities.
- Removing debris.
- Assessing damage to City-owned facilities.
- Condemning unsafe structures.
- Directing temporary repair of essential facilities.

*See FA 3 – Infrastructure Services and the County EOP, ESF 3 – Public Works and Engineering for more details.*

#### 3.2.3.4 Firefighting

**Primary Agency:** *Douglas County Fire District #2*

**Supporting Agencies:** *no local supporting agencies identified at this time; see Table 3-1 for primary County, State, and Federal response agencies that may be accessed in accordance with mutual aid agreements (section 1.6.2) or disaster declaration processes (section 1.7.2).*

Fire service responsibilities include:

- Providing fire prevention, fire suppression, and emergency medical aid to prevent loss of life, loss of property, and damage to the environment.
- Providing hazardous materials spills emergency response planning and coordination.
- Performing specialized rescue (e.g., water, high-angle, structural collapse), as needed and practical.
- Performing life-safety inspections and recommendations for activated emergency shelters

*See FA 1 – Emergency Services and the County EOP, ESF 4 – Firefighting for more details.*

#### 3.2.3.5 Emergency Management

**Primary Agency:** *Sutherlin City Emergency Manager*

### 3. Roles and Responsibilities

**Supporting Agencies:** *Sutherlin City Council, Sutherlin City Manager, Sutherlin Finance Department, Sutherlin Police Department and Sutherlin Community Development– Public Works Department*

#### Emergency Operations Center

The City Emergency Manager has the responsibility for maintaining the readiness of the EOC, identifying support staff, and ensuring that they are adequately trained to perform their position duties. City departments will be requested to designate personnel who can be made available to be trained by City Emergency Management and to work in the EOC during an emergency. Other departments may be requested to provide assistance in an emergency. EOC responsibilities include:

- Providing coordination of resources and emergency communications at the request of the on-scene Incident Commander.
- Maintaining contact with neighboring jurisdictions and the County EOC.
- Maintaining the EOC in an operating mode, as required by the incident, or ensuring that the EOC space can be converted into an operating condition.
- Requesting department representatives (by title) to report to the EOC and developing procedures for crisis training.
- Developing and identifying duties of staff, use of displays and message forms, and procedures for EOC activation.

*See Chapter 5 – Command and Control, FA 1 – Emergency Services, and the County EOP Basic Plan and ESF 5 – Emergency Management for more details.*

#### 3.2.3.6 Mass Care, Emergency Assistance, Housing, and Human Services

**Primary Agency:** *American Red Cross*

**Supporting Agencies:** *Douglas County Health and Social Services, Sutherlin City Council, Sutherlin City Manager, Sutherlin Finance Department, Sutherlin Police Department, School District #130 and Mercy Hospital*

The City relies on the support of the County to provide shelter and mass care services and has adopted the procedures outlined in the County EOP. The County Health and Social Services Department, with support from the Oregon Pacific Chapter of the American Red Cross (Red Cross), is responsible for ensuring that the mass care needs of the affected population are met, including sheltering, feeding, providing first aid, and reuniting families. Relevant operations are detailed in the County EOP, ESF 6 – Mass Care, Emergency Assistance, Housing, and Human Services and ESF 11 – Agriculture and Natural Resources.

### 3. Roles and Responsibilities

Responsibilities related to mass care, emergency assistance, housing, and human service include:

- Maintaining the Community Shelter Plan and Animals Disaster Response Plan.
- Supervising the Shelter Management program (stocking, marking, equipping, etc.) for natural disasters.
- Coordinating support with other City and County departments, relief agencies, and volunteer groups.
- Designating a coordinator/liaison to participate in all mission areas of the County's emergency management program, when necessary or as requested.
- Providing emergency counseling for disaster victims and emergency response personnel suffering from behavioral and emotional disturbances.
- Coordinating with faith-based organizations and other volunteer agencies.
- Identifying emergency feeding sites (coordinating with the Red Cross and Salvation Army).
- Identifying sources of clothing for disaster victims (may coordinate with the Salvation Army or other disaster relief organization).
- Securing sources of emergency food supplies (with the Red Cross and Salvation Army).
- Coordinating operation of shelter facilities operated by the City or County, local volunteers, or organized disaster relief agencies such as the Red Cross.
- Coordinating special care requirements for sheltered groups such as unaccompanied children and the elderly.

*See FA 2 – Human Services and the County EOP, ESF 6 – Mass Care, Emergency Assistance, Housing, and Human Services and ESF 11 – Agriculture and Natural Resources for more details.*

#### **3.2.3.7 Logistics Management and Resource Support**

**Primary Agency:** *Sutherlin Finance Department*

**Supporting Agencies:** *Sutherlin City Council*

Responsibilities related to logistics management and resource support include:

### 3. Roles and Responsibilities

- Establishing procedures for employing temporary personnel for disaster operations.
- In cooperation with law enforcement, establishing and maintaining a staffing reserve.
- Coordinating deployment of reserve personnel to City departments requiring augmentation.
- Establishing emergency purchasing procedures and/or a disaster contingency fund.
- Maintaining records of emergency-related expenditures for purchases and personnel.

*See FA 1 – Emergency Services and the County EOP, ESF 7 – Logistics Management and Resource Support for more details.*

#### 3.2.3.8 Public Health and Emergency Medical Services

##### Public Health Services

**Primary Agency:** *Douglas County Health and Social Services*

**Supporting Agencies:** *Mercy Hospital, Sutherlin Police Department, Douglas County Sheriff's Office, Sutherlin, Sanitation Service, School District #130 and American Red Cross*

The City relies on the County to provide public health and human services. The County Health Department Director is responsible for coordinating the public health and welfare services required to cope with the control of communicable and non-communicable diseases associated with major emergencies, disasters, and/or widespread outbreaks. Such outbreaks may be caused by bioterrorism, epidemic or pandemic diseases, novel and highly fatal infectious agents, or biological or chemical toxin incidents. The Health Department Director also serves as the Health Department representative for the County EMO. Relevant operations are detailed in the County EOP, ESF 6 – Mass Care, Emergency Assistance, Housing, and Human Services and ESF 8 – Public Health and Medical Services. Responsibilities related to public health include:

- Coordinating with hospitals, clinics, nursing homes/care centers, and behavioral health organizations for adequate provision of public health, medical, and behavioral health services, including making provisions for populations with functional needs.
- Coordinating public health surveillance.
- Coordinating mass prophylaxis and delivery and distribution set-up of the Strategic National Stockpile, if needed.

### 3. Roles and Responsibilities

- Coordinating mass fatality operations with the Medical Examiner and Funeral Directors to provide identification and disposal of the dead.
- Coordinating isolation and/or quarantine actions, as needed and permitted.
- Coordinating dissemination of public health information.
- Designating a coordinator/liaison to participate in all mission areas of the County emergency management program, when necessary or as requested.

*See FA 2 – Human Services and the County EOP, ESF 8 – Public Health and Medical Services for more details.*

#### **Emergency Medical Services**

**Primary Agency:** *Douglas County Fire District #2*

**Supporting Agencies:** *Mercy Hospital*

EMS-related responsibilities include:

- Providing emergency medical care and transport.
- Coordinating EMS resources.
- Requesting additional EMS assets as necessary.

*See FA 1 – Emergency Services and the County EOP, ESF 8 – Public Health and Medical Services for more details.*

#### **3.2.3.9 Search and Rescue**

**Primary Agency:** *Douglas County Fire District #2*

**Supporting Agencies:** *Douglas County Sheriff's Office, Sutherlin Police Department and Sutherlin Community Development – Public Works Department*

Responsibilities related to search and rescue include:

- Coordinating available resources to search for and rescue persons lost outdoors.
- Cooperating with and extending assistance to surrounding jurisdictions, on request and as resources allow.
- Establishing and monitoring training standards for certification of search and rescue personnel.

*See FA 1 – Emergency Services and the County EOP, ESF 9 – Search and Rescue for more details.*

### 3. Roles and Responsibilities

#### 3.2.3.10 Oil and Hazardous Materials Response

**Primary Agency:** *Douglas County Fire District #2*

**Supporting Agencies:** *Oregon State Fire Marshal Regional Response Team #1, Sutherlin Police Department, Sutherlin Community Development – Public Works Department, Douglas County Sheriff’s Office, Douglas County Public Works, Douglas County Health and Social Services and Sutherlin Sanitation Services*

#### Hazardous Materials Response

Responsibilities related to oil and hazardous materials include:

- Conducting oil and hazardous materials response (chemical, biological, etc.).
- Providing remote consultation, as needed.
- Assessing the potential health effects of a hazardous materials release.
- Identifying the needs for hazardous materials incident support from regional and State agencies
- Recommending protective actions related to hazardous materials.
- Conducting environmental short- and long-term cleanup.

#### Radiological Protection

Responsibilities related to radiological protection responsibilities:

- Providing a localized radiological monitoring and reporting network, when necessary.
- Securing initial and refresher training for instructors and monitors.
- Providing input to the Statewide monitoring and reporting system from incident scenes, as necessary.
- Under fallout conditions, providing City and County officials and department heads with information regarding fallout rates, fallout projections, and allowable doses provided by State Radiation Protection Services or Federal government.
- Providing monitoring services and advice at the scenes of accidents involving radioactive materials.

*See FA 1 – Emergency Services and the County EOP, ESF 10 – Oil and Hazardous Materials for more details.*

#### 3.2.3.11 Agriculture and Natural Resources

**Primary Agency:** *Douglas County Health and Social Services Department*

### 3. Roles and Responsibilities

**Supporting Agencies:** *No local supporting agencies identified at this time; see Table 3-1 for primary County, State, and Federal response agencies that may be accessed in accordance with disaster declaration processes (section 1.7.2)*

Responsibilities related to agriculture and natural resources include:

- Provision of nutrition assistance.
- Conducting animal and plant disease and pest response.
- Monitoring food safety and security.
- Providing natural and cultural resources and historic properties protection and restoration.
- Coordinating with pet owners in protecting the safety and well-being of household pets.

*See FA 2 – Human Services and the County EOP, ESF 11 – Agriculture and Natural Resources for more details.*

#### 3.2.3.12 Energy and Utilities

**Primary Agency:** *Sutherlin City Manager*

**Supporting Agencies:** *Sutherlin Sanitation Services, Sutherlin Water Control District, PP&L, Douglas Electric Co-Op, Avista, Charter, Century Link, Sutherlin Community Development – Public Works Department and Douglas County Public Works*

Responsibilities related to energy and utilities include:

- Working with local energy facilities to restore damaged energy utility infrastructure and accompanying systems.
- Coordinating temporary emergency power generation capabilities to support critical facilities until permanent restoration is accomplished. Critical facilities may include primary and alternate EOCs, hospitals/critical care facilities, designated shelters, government offices/facilities, water/sewage systems, and other essential community services.

*See FA 3 – Infrastructure Services and the County EOP, ESF 12 – Energy for more details.*

#### 3.2.3.13 Law Enforcement Services

**Primary Agency:** *Sutherlin Police Department*

**Supporting Agencies:** *Douglas County Sheriff's Office, Sutherlin Community Development – Public Works Department and Douglas County Fire District #2*



### 3. Roles and Responsibilities

Responsibilities related to law enforcement include:

- Protecting life and property and preserving order.
- Providing law enforcement and criminal investigation.
- Providing traffic, crowd control, and site security.
- Isolating damaged areas.
- Providing damage reconnaissance and reporting.
- Evacuating disaster areas.

*See FA 1 – Emergency Services and the County EOP, ESF 13 – Public Safety and Security for more information.*

#### 3.2.3.14 Recovery

**Primary Agency:** *Sutherlin City Emergency Manager*

**Supporting Agencies:** *Douglas County Building Official, Sutherlin City Council and Sutherlin Finance Department*

Recovery-related responsibilities include:

- Directing emergency recovery in times of disaster by providing leadership in coordinating private and governmental-sector emergency recovery efforts.
- Participating with County and State partners to conduct damage assessments; identifying and facilitating availability and use of recovery funding.
- Accessing recovery and mitigation grant and insurance programs; providing outreach, public education, and community involvement in recovery planning.
- Coordinating logistics management and resource support, providing assistance as needed.
- Locating, purchasing, and coordinating delivery of resources necessary during or after an incident in the City.

*See FA 4 – Recovery Strategy and the County EOP, ESF 14 – Long-Term Community Recovery for more details.*

### 3. Roles and Responsibilities

#### 3.2.3.15 External Affairs

**Primary Agency:** *Sutherlin City Manager in cooperation with City Council*

**Supporting Agencies:** *Sutherlin Police Department, Douglas County Sheriff's Office, School District #130, American Red Cross and Mercy Hospital*

Responsibilities related to external affairs include:

- Conducting ongoing hazard awareness and public education programs.
- Compiling and preparing emergency information for the public in case of emergency.
- Coordinating with other agencies to ensure consistency of education and emergency information.
- Arranging for media representatives to receive regular briefings on the City's status during extended emergency situations.
- Securing printed and photographic documentation of the disaster situation.
- Handling unscheduled inquiries from the media and the public.
- Being aware of Spanish-only-speaking and/or bilingual population centers within the City and County and preparing training and news releases accordingly.

*See FA 1 – Emergency Services and the County EOP, ESF 15 – External Affairs for more details.*

#### 3.2.3.16 Evacuation and Population Protection

**Primary Agency:** *Sutherlin Police Department*

**Supporting Agencies:** *Douglas County Fire District #2 and Community Emergency Response Teams (CERTs)*

Responsibilities related to evacuation and population protection include:

- Defining responsibilities of City departments, private-sector groups, and CERTs.
- Identifying high-hazard areas and corresponding numbers of potential evacuees.
- Coordinating evacuation planning, including:
  - Movement control
  - Health and medical requirements

### 3. Roles and Responsibilities

- Transportation needs
- Emergency Public Information materials
- Shelter and reception location.

- Developing procedures for sheltering in place.

*See FA 1 – Emergency Services for more details.*

#### 3.2.3.17 Damage Assessment

**Primary Agency:** *Douglas County Building Official*

**Supporting Agencies:** *No local supporting agencies identified at this time; see Table 3-1 for primary county, state and federal response agencies that may be accessed in accordance with disaster declaration processes (section 1.7.2)*

Responsibilities related to damage assessment:

- Establishing a damage assessment team from among City departments with assessment capabilities and responsibilities.
- Training and providing damage plotting team members to the EOC.
- Assisting in reporting and compiling information regarding deaths, injuries, and dollar damage to tax-supported facilities and to private property.
- Assisting in determining the geographic extent of the damaged area.
- Evaluating the effect of damage on the City's economic index, tax base, bond ratings, insurance ratings, etc. for use in long-range recovery planning.

*See FA 4 – Recovery strategy for more details.*

#### 3.2.3.18 Legal Services

**Primary Agency:** *Attorney for the City of Sutherlin*

**Supporting Agencies:** *No local supporting agencies identified at this time; see Table 3-1 for primary county, state and federal response agencies that may be accessed in accordance with disaster declaration processes (section 1.7.2)*

Responsibilities related to legal services include:

- Advising City officials regarding the emergency powers of local government and necessary procedures for invocation of measures to:
  - Implement wage, price, and rent controls
  - Establish rationing of critical resources

### 3. Roles and Responsibilities

- Establish curfews
- Restrict or deny access
- Specify routes of egress
- Limit or restrict use of water or other utilities
- Remove debris from publicly or privately owned property.
- Reviewing and advising City officials in determining how the City can pursue critical objectives while minimizing potential exposure.
- Preparing and recommending local legislation to implement emergency powers when required.
- Advising City officials and department heads regarding record keeping requirements and other documentation necessary for exercising emergency powers.
- Thoroughly reviewing and maintaining familiarity with current ORS 401 provisions as they apply to County or City government in disaster events.

#### 3.2.3.19 Volunteer and Donation Management

##### Government-Sponsored Volunteers

Responding to incidents frequently exceeds the City's resources. Government-sponsored volunteer organizations such as CERT, Fire Corps, and/or Medical Reserve Corps, and Volunteers in Police Service provide vital support to emergency response agencies in completing their assigned tasks.

##### Unaffiliated Volunteers and Donations

**Primary Agency:** *Finance Department*

Unaffiliated volunteers and donors can support response efforts in many ways, and it is essential that the City plan ahead to effectively incorporate volunteers and donated goods into its response activities.

#### 3.2.2.20 Coordination with Special Facilities

Responsibilities related to coordination with special facilities (e.g., schools, care facilities, correctional institutions):

- Establishing strong working relationships with local jurisdictional leaders and core private-sector organizations, volunteer agencies, and community partners.
- Encouraging staff preparedness by participating in planning, training, and exercises.

### 3. Roles and Responsibilities

- Educating staff, students, clients, etc. about facility emergency plans and procedures and the need for individual and/or family emergency planning.
- Preparing and maintaining emergency plans and SOPs.

#### 3.2.3.21 Other Agency Responsibilities

Other City department and agency heads not assigned a specific function in this plan will be prepared to make their resources (including personnel) available for emergency duty at the direction of the City Emergency Manager.

#### 3.2.2.22 Plat 1 or Cooper Creek Dam Emergency

*Douglas County Emergency Services*

- Coordinate all activities to prevent loss of life and minimize property damage.

*City Emergency Manager*

- Coordinate the alert and assembly of emergency service personnel (fire, police, and public utilities) and prepare to dispatch rescue units as needed.

*Emergency Service Personnel*

- Support Douglas County Emergency Services as needed.

*Water Control District Manager*

- Coordinate with City officials during update of Dam Emergency Action Plans.
- Notify the City when conditions change or situations arise that were not considered in the plan

### 3.3 Local and Regional Response Partners

The City's emergency organization is supported by a number of outside organizations, including the County, service organizations, and the private sector.

#### 3.3.1 Private Sector

Private-sector organizations play a key role before, during, and after an incident. First, they must provide for the welfare and protection of their employees in the workplace. In addition, the City and County must work seamlessly with businesses that provide water, power, communication networks, transportation, medical care, security, and numerous other services upon which both response and recovery are particularly dependent. Essential private-sector responsibilities include:

### 3. Roles and Responsibilities

- Planning for the protection of employees, infrastructure, and facilities.
- Planning for the protection of information and the continuity of business operations.
- Planning for, responding to, and recovering from incidents that impact private-sector infrastructure and facilities.
- Collaborating with emergency management personnel before an incident occurs to ascertain what assistance may be necessary and how private-sector organizations can help.
- Developing and exercising emergency plans before an incident occurs.
- Where appropriate, establishing MAAs to provide specific response capabilities.
- Providing assistance (including volunteers) to support local emergency management and public awareness during response and throughout the recovery process.

#### 3.3.2 Nongovernmental Organizations

Nongovernmental organizations play enormously important roles before, during, and after an incident. In the City, nongovernmental organizations such as the American Red Cross provide sheltering, emergency food supplies, counseling services, and other vital support services to support response and promote the recovery of disaster victims. Nongovernmental organizations collaborate with responders, governments at all levels, and other agencies and organizations.

The roles of nongovernmental organizations in an emergency may include:

- Training and managing volunteer resources.
- Identifying shelter locations and needed supplies.
- Providing critical emergency services to those in need, such as cleaning supplies, clothing, food shelter, and assistance with post-emergency cleanup.
- Identifying those whose needs have not been met and helping to coordinate assistance.

#### 3.3.3 Individuals and Households

Although not formally a part of the City's emergency operations, individuals and households play an important role in the overall emergency management strategy. Community members can contribute by:

- Reducing hazards in their homes.

### 3. Roles and Responsibilities

- Preparing emergency supply kits and household emergency plans that provide for all members of the household, including children and pets.
- Monitoring emergency communications carefully.
- Volunteering with established organizations.
- Enrolling in emergency response training courses.
- Encouraging children to participate in preparedness activities.

#### 3.4 County Response Partners

The County Emergency Manager has been appointed under the authority of the County BOC. The County Emergency Manager is responsible for developing a Countywide emergency management program that, through cooperative planning efforts with the incorporated communities of the County, will provide a coordinated response to a major emergency or disaster.

*See the County Emergency Operations Plan for details on the County's emergency management organization and detailed roles and responsibilities for County departments.*

#### 3.5 State Response Partners

Under the provisions of ORS 401.025 through 401.236, the Governor has broad responsibilities for the direction and control of all emergency activities in a State-declared emergency. The administrator of OEM is delegated authority by ORS 401.052 to 401.235 to coordinate all activities and organizations for emergency management within the State and to coordinate in emergency matters with other states and the Federal government.

Under the direction and control of department heads, agencies of State government represent the State emergency operations organization. Responsibility for conducting emergency support functions is assigned by the Governor to the department best suited to carry out each function applicable to the emergency situation. Some State agencies may call upon their Federal counterparts to provide additional support and resources following established procedures and policies for each agency.

*See the State of Oregon Emergency Operations Plan for details on the State's emergency management organization and detailed roles and responsibilities for State departments.*

#### 3.6 Federal Response Partners

Federal response partners are typically requested by OEM in the event that State resources become limited or specialized services are needed. In most instances, Federal resources become available following a formal declaration of emergency

### 3. Roles and Responsibilities

by the Governor. Thus, procedures and policies for allocating and coordinating resources at the Federal level follow the Oregon EMP and, if necessary, the NRF.

*See the National Response Framework for details on the Federal government's emergency management organization and detailed roles and responsibilities for Federal departments.*

#### 3.7 Response Matrix

Table 3-1 provides a matrix, by ESF, of the local, State, and Federal primary organizations on which the City may rely in the event of an emergency.



## 3. Roles and Responsibilities

Table 3-1 Response Partners by Emergency Support Function

Emergency Support Function	Scope (Federal)	Primary Local Agencies	Primary County Agency	Primary State of Oregon Agency	Primary Federal Agency
<b>ESF 1 Transportation</b>	<ul style="list-style-type: none"> <li>Aviation/airspace management and control</li> <li>Transportation safety</li> <li>Restoration and recovery of transportation infrastructure</li> <li>Movement restrictions</li> <li>Damage and impact assessment</li> </ul>	Sutherlin Community Development – Public Works Department	Douglas County Public Works Department Douglas County Emergency Management	Oregon Department of Transportation	Department of Transportation
<b>ESF 2 Communications</b>	<ul style="list-style-type: none"> <li>Coordination with telecommunications and information technology industries</li> <li>Restoration and repair of telecommunications infrastructure</li> <li>Protection, restoration, and sustainment of national cyber and information technology resources</li> <li>Oversight of communications within the Federal incident management and response structure</li> </ul>	Douglas County Sheriff's Office Sutherlin Police Department	Douglas County Emergency Communications/ 911 Center Douglas County Emergency Management	Oregon Emergency Management Public Utility Commission	Department of Homeland Security (National Protection and Programs/ Cybersecurity and Communications/ National Communications System), Department of Homeland Security (Federal Emergency Management Agency)
<b>ESF 3 Public Works &amp; Engineering</b>	<ul style="list-style-type: none"> <li>Infrastructure protection and emergency repair</li> <li>Infrastructure restoration</li> <li>Engineering services and construction management</li> <li>Emergency contracting support for life-saving and life-sustaining services</li> </ul>	Sutherlin Community Development – Public Works Department	Douglas County Public Works Department	Oregon Department of Transportation	Department of Defense (U.S. Army Corps of Engineers) Department of Homeland Security (FEMA)

## 3. Roles and Responsibilities

Table 3-1 Response Partners by Emergency Support Function

Emergency Support Function	Scope (Federal)	Primary Local Agencies	Primary County Agency	Primary State of Oregon Agency	Primary Federal Agency
<b>ESF 4 Firefighting</b>	<ul style="list-style-type: none"> <li>Coordination of Federal firefighting activities</li> <li>Support to wildland, rural, and urban firefighting operations</li> </ul>	Douglas County Fire District #2	Douglas County and Western Lane/ Western Douglas County Fire Defense Boards Oregon Department of Forestry	Oregon Department of Forestry Office of the State Fire Marshal	Department of Agriculture (U.S. Forest Service)
<b>ESF 5 Emergency Management</b>	<ul style="list-style-type: none"> <li>Coordination of incident management and response efforts</li> <li>Issuance of mission assignments</li> <li>Resource and human capital</li> <li>Incident action planning</li> <li>Financial management</li> </ul>	Sutherlin Emergency Manager	Douglas County Board of Commissioners Douglas County Emergency Management	Oregon Emergency Management	Department of Homeland Security (FEMA)
<b>ESF 6 Mass Care, Emergency Assistance, Housing &amp; Human Services</b>	<ul style="list-style-type: none"> <li>Mass care</li> <li>Emergency assistance</li> <li>Disaster housing</li> <li>Human services</li> </ul>	American Red Cross Douglas County Health and Social Services Department	Douglas County Emergency Management Douglas County Health and Social Services Department American Red Cross, Oregon Pacific Chapter	Oregon Department of Human Services Oregon Health Authority	Department of Homeland Security (FEMA)
<b>ESF 7 Logistics Management &amp; Resource Support</b>	<ul style="list-style-type: none"> <li>Comprehensive, national incident logistics planning, management, and sustainment capability</li> <li>Resource support (facility space, office equipment and supplies, contracting services, etc.)</li> </ul>	Sutherlin Finance Department	Douglas County Board of Commissioners Douglas County Emergency Management	Oregon Military Department Department of Administrative Services	General Services Administration Department of Homeland Security (FEMA)

## 3. Roles and Responsibilities

Table 3-1 Response Partners by Emergency Support Function

Emergency Support Function	Scope (Federal)	Primary Local Agencies	Primary County Agency	Primary State of Oregon Agency	Primary Federal Agency
<b>ESF 8 Public Health &amp; Medical Services</b>	<ul style="list-style-type: none"> <li>Public health</li> <li>Medical services</li> <li>Behavioral health services</li> <li>Mass fatality management</li> </ul>	Douglas County Fire District #2 Douglas County Health and Social Services Department Mercy Hospital	Douglas County Health and Social Services Department Hospitals	Oregon Department of Human Services (Public Health Division)	Department of Health and Human Services
<b>ESF 9 Search &amp; Rescue</b>	<ul style="list-style-type: none"> <li>Life-saving assistance</li> <li>Search and rescue operations</li> </ul>	Douglas County Fire District #2 Douglas County Sheriff's Office	Douglas County Sheriff's Office Douglas County Emergency Management	Oregon Emergency Management Office of the State Fire Marshal	Department of Homeland Security (FEMA, U.S. Coast Guard) Department of the Interior (National Park Service) Department of Defense
<b>ESF 10 Oil &amp; Hazardous Materials</b>	<ul style="list-style-type: none"> <li>Oil and hazardous materials (chemical, biological, radiological, etc.) response</li> <li>Environment short- and long-term cleanup</li> </ul>	Douglas County Fire District #2 Oregon Office of State Fire Marshal, hazardous Materials Emergency Response Team, HazMat 1	Oregon Office of State Fire Marshal, hazardous Materials Emergency Response Team, HazMat 1 Douglas County Emergency Management	Oregon Department of Environmental Quality Office of the State Fire Marshal	Environmental Protection Agency Department of Homeland Security (U.S. Coast Guard)

## 3. Roles and Responsibilities

Table 3-1 Response Partners by Emergency Support Function

Emergency Support Function	Scope (Federal)	Primary Local Agencies	Primary County Agency	Primary State of Oregon Agency	Primary Federal Agency
<b>ESF 11 Agriculture &amp; Natural Resources</b>	<ul style="list-style-type: none"> <li>■ Nutrition assistance</li> <li>■ Animal and plant disease and pest response</li> <li>■ Food safety and security</li> <li>■ Natural and cultural resources and historic properties protection</li> <li>■ Safety and well-being of household pets</li> </ul>	Douglas County Health and Social Services Department	<i>None Designated for this ESF</i>	Oregon Department of Agriculture	Department of Agriculture Department of Interior
<b>ESF 12 Energy</b>	<ul style="list-style-type: none"> <li>■ Energy infrastructure assessment, repair, and restoration</li> <li>■ Energy industry utilities coordination</li> <li>■ Energy forecast</li> </ul>	Sutherlin City Emergency Manager Local Utilities	Douglas County Emergency Management Electric Power and Utility Districts Energy and Utility Companies	Oregon Department of Energy Public Utility Commission	Department of Energy
<b>ESF 13 Public Safety &amp; Security</b>	<ul style="list-style-type: none"> <li>■ Facility and resource security</li> <li>■ Security planning and technical resource assistance</li> <li>■ Public safety and security support</li> <li>■ Support to access, traffic, and crowd control</li> </ul>	Sutherlin Police Department Douglas County Sheriff's Office	Douglas County Sheriff's Office	Department of Justice Oregon State Police Department of Administrative Services	Department of Justice

## 3. Roles and Responsibilities

Table 3-1 Response Partners by Emergency Support Function

Emergency Support Function	Scope (Federal)	Primary Local Agencies	Primary County Agency	Primary State of Oregon Agency	Primary Federal Agency
<b>ESF 14 Long-Term Community Recovery</b>	<ul style="list-style-type: none"> <li>■ Social and economic community impact assessment</li> <li>■ Long-term community recovery assistance to States, tribes, local governments, and the private sector</li> <li>■ Analysis and review of mitigation program implementation</li> </ul>	City Emergency Manager	Douglas County Board of Commissioners Douglas County Building Department Douglas County Planning Department	Oregon Business Development Department Oregon Emergency Management Governor's Recovery Planning Cell (Governors Recovery Cabinet)	Department of Agriculture Department of Homeland Security Department of Housing and Urban Development Small Business Administration
<b>ESF 15 External Affairs</b>	<ul style="list-style-type: none"> <li>■ Emergency public information and protective action guidance</li> <li>■ Media and community relations</li> <li>■ Congressional and international affairs</li> <li>■ Tribal and insular affairs</li> </ul>	Sutherlin City Council Sutherlin City Manager	Douglas County Emergency Management	Governor's Office Oregon Emergency Management	Department of Homeland Security (FEMA)

# 4

## Concept of Operations

### 4.1 General

Primary roles involved during the initial emergency response will focus on first responders, such as fire districts/departments, police departments, and community development departments, sometimes also involving hospitals, local health departments, and regional fire and hazardous material teams. Typically, as the emergency situation evolves and the immediate response subsides, a transition period will occur during which emergency responders will hand responsibility for active coordination of the response to agencies or organizations involved with recovery operations. In all emergency situations and circumstances, saving and protecting human lives receives first priority.

The basic concept of emergency operations focuses on managing and using all available resources at the local level for effectively responding to all types of emergencies. Local government has the primary responsibility for emergency management functions and for protecting life and property from the effects of emergency and disaster events. This EOP should be used when the City of Sutherlin or local emergency response agencies are reaching or have exceeded their abilities to respond to an emergency or for other non-routine incidents or pre-planned events.

Responsibilities include management and coordination of large-scale events, as well as identifying and obtaining additional assistance and resources for emergency response agencies from the County, State, and/or Federal government through the City EMO.

### 4.2 Emergency Management Mission Areas

This plan adheres to the emergency management principle of all-hazards planning, which is predicated on the fact that most responsibilities and functions performed during an emergency are not hazard-specific. Although this plan focuses on response and short-term recovery actions, it both impacts and is informed by activities conducted before and after any emergency operations take place and is designed to assist the City in:

- Preventing, avoiding, or stopping a threatened or an actual act of terrorism.
- Protecting citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows City interests, aspirations, and way of life to thrive.

## 4. Concept of Operations

- Mitigating the loss of life and property by lessening the impact of future disasters.
- Responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovering through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of the community when affected by a disaster.

A brief description of these five mission areas, as identified in the National Preparedness Goal, is provided below.

### 4.2.1 Prevention

Prevention activities serve to avoid, intervene in, or stop an incident from occurring.

Prevention activities are conducted to protect lives and property. This involves applying intelligence and other information to a range of efforts. These activities may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

### 4.2.2 Protection

Protection actions reduce the vulnerability of critical infrastructure or key resources. These efforts deter, mitigate, or neutralize terrorist attacks, major disasters, and other emergencies.

Protection actions require coordination on the part of Federal, State, and local governments; the private sector; and concerned citizens across the country. Protection includes continuity of government and operations planning; awareness elevation and understanding of threats and vulnerabilities to their critical facilities, systems, and functions; identification and promotion of effective sector-specific protection practices and methodologies; and expansion of voluntary security-related information sharing among private entities within the sector, as well as between government and private entities.

### 4.2.3 Mitigation

Mitigation program goals and project efforts are intended to reduce risks and vulnerabilities.

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Mitigation activities are ongoing efforts to maximize safety and security from natural, technological, and human-induced hazards. The goal of mitigation efforts serves the safety and security of the City's population, infrastructure protection, and support economic stability.

The City's mitigation efforts are aligned with Federal program guidelines and include enhancing and maintaining a capacity to implement a comprehensive statewide hazard loss reduction strategy; supporting the development and enhancement of local capability to practice hazard mitigation; increasing the public and private sectors' awareness and support for disaster loss education; reducing the City's hazard vulnerability through the application of scientific research and development; and reducing the vulnerabilities of City-owned facilities and infrastructure resulting from assessed hazards.

### 4.2.4 Response

Response activities address the short-term and direct effects of an incident.

Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes.

If required by a situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations.

### 4.2.5 Recovery

Recovery activities consist of short-term and long-term efforts.

Short-term recovery operations provide assistance and restore vital services such as electrical power, water and waste systems, and debris removal to disaster victims. Disaster relief programs administered by governmental, nonprofit, and charitable organizations support the restoration of personal, social, and economic wellbeing of private citizens.

Long-term recovery focuses on restoring communities to pre-event or updated conditions. This is accomplished by assisting property owners in repairing or rebuilding homes and businesses and assisting local governments, school districts, and other public nonprofit agencies in restoring or reconstructing damaged infrastructure. State, local, and nongovernment organizations administer the provisions of Federal and State disaster relief funds to provide for restoration and recovery of vital facilities. Post-disaster mitigation programs should be anticipated during the recovery period.

Long-term recovery activities are situation-dependent and may include a range of services. Examples include the development, coordination, and execution of



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

### 4.3 Incident Levels

Incident levels assist response agencies in recognizing the degree of intensity and potential impact of a particular situation. Emergency situations will not always fit neatly into these levels, and any incident has the potential to intensify and expand to a higher level. Special circumstances or external pressures may warrant outside assistance for relatively minor incidents.

*See the COOP plan for scenario classes that require activation of the COOP plan.*

#### 4.3.1 Level 1

A Level 1 incident involves the normal organization and procedures of City departments, including police, fire, and public works, that do not require implementation of the City's emergency management organization.

#### 4.3.2 Level 2

A Level 2 incident has special or unusual characteristics requiring response by more than one City Department, or is beyond the scope of available local resources; it may require partial implementation of the City's EMO.

#### 4.3.3 Level 3

A Level 3 incident requires the coordinated response of local, regional, State, and Federal resources to save lives and protect the property of a large portion of the population. Such an emergency may require the sheltering or relocation of the affected population. Under such conditions, the City's EMO shall be fully activated.

#### 4.3.4 NIMS Incident Levels

While the City uses incident levels that are consistent with the County and State EOPs, incident types at the Federal level are based on the following five levels of complexity. (Source: U.S. Fire Administration)

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Table 4-1 NIMS Incident Levels	
Type 5	<ul style="list-style-type: none"> <li>■ The incident can be handled with one or two single resources with up to six personnel.</li> <li>■ Command and General Staff positions (other than the Incident Commander) are not activated.</li> <li>■ No written Incident Action Plan (IAP) is required.</li> <li>■ The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene.</li> <li>■ Examples include a vehicle fire, an injured person, or a police traffic stop.</li> </ul>
Type 4	<ul style="list-style-type: none"> <li>■ Command and General staff functions are activated only if needed.</li> <li>■ Several resources are required to mitigate the incident.</li> <li>■ The incident is usually limited to one operational period in the Control phase.</li> <li>■ The agency administrator may have briefings and ensure that the complexity analysis and delegation of authority are updated.</li> <li>■ No written IAP is required, but a documented operational briefing will be completed for all incoming resources.</li> <li>■ The agency administrator develops operational plans, including objectives and priorities.</li> </ul>
Type 3	<ul style="list-style-type: none"> <li>■ When capabilities exceed initial attack, the appropriate ICS positions should be added to match the complexity of the incident.</li> <li>■ Some or all Command and General Staff positions may be activated, as well as Division/Group Supervisor and/or Unit Leader level positions.</li> <li>■ A Type 3 Incident Management Team or Incident Command organization manages initial action incidents with a significant number of resources, an extended attack incident until containment/control is achieved, or an expanding incident until transition to a Type 1 or 2 team.</li> <li>■ The incident may extend into multiple operational periods.</li> <li>■ A written IAP may be required for each operational period.</li> </ul>

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Table 4-1 NIMS Incident Levels	
Type 2	<ul style="list-style-type: none"> <li>■ This type of incident extends beyond the capabilities for local control and is expected to extend into multiple operational periods. A Type 2 incident may require the response of resources out of area, including regional and/or national resources, to effectively manage the Operations, Command, and General staffing.</li> <li>■ Most or all of the Command and General Staff positions are filled.</li> <li>■ A written IAP is required for each operational period.</li> <li>■ Many of the functional units are needed and staffed.</li> <li>■ Operations personnel normally do not exceed 200 per operational period, and total incident personnel do not exceed 500 (guidelines only).</li> <li>■ The agency administrator is responsible for the incident complexity analysis, agency administrator briefings, and the written delegation of authority.</li> </ul>
Type 1	<ul style="list-style-type: none"> <li>■ This type of incident is the most complex, requiring national resources to safely and effectively manage and operate.</li> <li>■ All Command and General Staff positions are activated.</li> <li>■ Operations personnel often exceed 500 per operational period, and total personnel will usually exceed 1,000.</li> <li>■ Branches need to be established.</li> <li>■ The agency administrator will hold briefings and ensure that the complexity analysis and delegation of authority are updated.</li> <li>■ Use of resource advisors at the incident base is recommended.</li> <li>■ There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions.</li> </ul>

## 4.4 Response Priorities

### 4.4.1 Response

Response activities are performed immediately after an incident, and a transition into recovery activities will take place as soon as conditions permit. Both response and recovery activities can take place concurrently until the life safety and protective actions are completed. Following is a breakdown of mission essential functions for City of Sutherlin in order of priority:

1. Assess damage and estimate potential downtime.
2. Patrol and respond to 911.

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3. Handle calls for service based on priority:
  - a. threat to human life
  - b. threat to property
  - c. Convenience/courtesy calls (may not be handled).
4. Roadways to essential services (fire district, medical facilities).
5. Restore water and sewer.
6. Conduct building inspections.
7. Information technology capabilities.

*See the COOP plan for more information on mission essential response functions.*

### 4.4.2 Recovery

It is the responsibility of government to assist the public and private sectors with recovery from disaster. A widespread disaster will likely impact the ability of businesses to function, disrupt employment, and interrupt government services and impact tax revenues. This EOP is not a recovery plan; that document is a separate endeavor. However, both response and recovery activities often take place concurrently until life safety and protective actions are completed. Recovery operations are the actions taken to protect lives and property while helping the impacted areas of the City meet basic needs and resume self-sufficiency; returning to a “new normal” for the community.

1. **Damage Assessment:** Determine structure impacts to the City
2. **Debris Removal:** Coordination of debris collection and removal
3. **Infrastructure Restoration**

Short-term recovery involves the restoration of critical services such as communications, water supply, sewage service, emergency medical capabilities, and power, as well as garbage and debris removal. These functions must recover early in the incident to support life, health, and safety of the population and to support response missions.

## 4.5 Incident Management

### 4.5.1 Activation

When an emergency situation arises and it is determined that the normal organization and functions of City government are insufficient to effectively meet response requirements, the City Manager, Emergency Manager, or designee, will implement all or part of this EOP. In addition, the City Manager, Emergency Manager, or designated department head may partially or fully activate and staff

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the City EOC based on an emergency's type, size, severity, and anticipated duration. An emergency declaration is not required to implement the EOP or activate the EOC. The City Manager, Emergency Manager, or designee, may implement the EOP as deemed appropriate for the situation or at the request of an Incident Commander. Concurrently, all involved City emergency services will implement their respective plans, procedures, and processes and will provide the Emergency Manager with the following information:

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

### 4.5.2 Initial Actions

Upon implementation of all or part of this EOP, the Incident Commander (or designee) will immediately take the following actions:

- Alert threatened populations and initiate evacuation as necessary.  
*See FA 1 – Emergency Services Annex for more details.*
- Initiate emergency sheltering procedures with the Red Cross and other community partners if evacuation procedures are activated.  
*See FA 2 – Human Services Annex for more details.*
- Instruct appropriate City emergency service providers to activate necessary resources.
- Assign radio frequencies and communications equipment, implement a communications plan, and confirm interoperability among EOC staff and response agencies.
- Request the City Council to prepare and submit a formal declaration of emergency through County Emergency Management when it is determined that local resources will not meet the needs of local emergency operations.
- Prepare to staff the City EOC as appropriate for the incident, with maximum 12-hour shifts.
- City personnel and support staff will be deployed to restore normal activity and provide essential community services as soon as possible following the emergency. *See FA 4 – Recovery Strategy for additional information regarding community recovery procedures.*

**4. Concept of Operations****4.5.3 Communications, Notification and Warning**

Warnings, emergency information, or disaster reports may be received by any of the departments in the City. In all cases, such information will be relayed to the Douglas County Sheriff's Office Dispatch Center and the Emergency Manager. Decisions to respond, implement the disaster plan, and activate the EOC will be made by the City Manager, Emergency Manager or designated department head.

Traditional communication lines, such as landline and cellular telephones, faxes, pagers, reverse 911, internet/e-mail, and radio, will be used by City response personnel throughout the duration of response activities. *See FA 1 – Emergency Services for more details.*

A public warning and broadcast system has not been established for the City. In the event of a disaster, the City will call on Douglas County to activate the Emergency Alert System (EAS) in order to provide emergency information and instructions during a pending or actual emergency incident or disaster. The City Manager, Emergency Manager or designee shall provide the public with educational/instructional materials and presentations on subjects regarding safety practices and survival tactics for the first 72 hours of a disaster. FA 1 – Emergency Services provides detailed information regarding how these systems are accessed, managed, and operated throughout an emergency's duration. The Sutherlin response community is currently in the process of developing emergency notification procedures; once developed, call-down lists will be updated and maintained by each agency. External partners can be activated and coordinated through the City EOC.

Plain language will be used during a multi-jurisdictional emergency response occurring in the City and is essential to public safety, especially the safety of first responders and those affected by the incident. The use of common terminology enables area commanders, State and local EOC personnel, Federal operational coordinators, and responders to communicate clearly with each other and effectively coordinate response activities, regardless of an incident's size, scope, or complexity. The ability of responders from different jurisdictions and disciplines to work together depends greatly on their ability to communicate with each other.

**4.5.3.1 Interoperability**

To the greatest extent possible, the City will maintain the ability of emergency management/response personnel to communicate within and across agencies and jurisdictions via voice, data, or video in real time, when needed, and when authorized. It is essential that these communications systems be capable of interoperability, as successful emergency management and incident response operations require the continuous flow of critical information among jurisdictions, disciplines, organizations, and agencies.

Interoperability planning requires accounting for emergency management and incident response contingencies and challenges. Interoperability plans should

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include considerations of governance, SOPs, technology, training and exercises, and usage within the context of the stress and chaos of a major response effort.

Coordinated decision making between agencies and jurisdictions is necessary to establish proper and coherent governance and is critical to achieving interoperability. Agreements and SOPs should clearly articulate the processes, procedures, and protocols necessary to achieve interoperability.

### 4.5.4 Situational Awareness and Intelligence Gathering

#### 4.5.4.1 Situational Awareness

Constant situational awareness is essential to maintaining a forward-leaning posture that facilitates rapid response. Situational awareness refers to the ongoing process of collecting, analyzing, and disseminating intelligence, information, and knowledge to allow organizations and individuals to anticipate requirements and to react quickly and effectively. Situational awareness comprises an interactive process of sharing and evaluating information from multiple sources, integrating communications and reporting activities, and forecasting or predicting incidents to detect and monitor threats and hazards. These activities are the basis for advice, alert and warning, intelligence- and information-sharing, technical assistance, consultations, notifications, and informed decision making at all interagency and intergovernmental levels, as well as on the part of the private sector and the public.

Considerations that may increase the complexity of an event and heighten the need for good situational awareness include:

- Impacts to life, property, and the economy.
- Community and responder safety.
- Potential hazardous materials.
- Weather and other environmental influences.
- Likelihood of cascading events or incidents.
- Potential crime scene (including terrorism).
- Political sensitivity, external influences, and media relations.
- Area involved and jurisdictional boundaries.

#### 4.5.4.2 Intelligence Gathering

While the Planning Section handles the operational and situational intelligence described above, the Intelligence/Investigations function gathers and reports information related to criminal and terrorist activities. Information handled under this function may lead to the detection, prevention, apprehension, and prosecution

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of criminal activities (or those involved), including terrorist incidents. It may also help determine the cause of a given incident (regardless of the source) such as public health events or fires of unknown origins.

Gathering timely and accurate outside intelligence and establishing procedures for analyzing that data and distributing it to the right people are both critical to responding to an incident effectively. The City may choose to identify an intelligence position in its command structure. This position may be included as part of an expanded Command Staff, or it may fall to the Planning Section Chief or designee.

### 4.5.4.3 Coordination with State Fusion Center

The State of Oregon maintains a fusion center to provide intelligence support as it relates to terrorism and terrorist activity. The Oregon Terrorism Information Threat Assessment Network (TITAN) Fusion Center (OTFC) and Portland Urban Area TITAN Fusion Center's mission is to protect the citizens of Oregon from terrorism and terrorist activity by providing an "all crimes, all threat, and all hazard" information clearinghouse for Federal, State, local, and tribal law enforcement agencies. The center's goals are to identify, prevent, detect, disrupt, and assist in investigating terrorism-related crimes by providing an efficient, timely, and secure mechanism to exchange critical information among law enforcement agencies at all levels, State executive leadership, government agencies, and the City's public and private-sector partners. The OTFC supports these goals by:

- Providing pre- and post-terrorism event investigatory support, with analysis and dissemination of the conclusions.
- Maintaining the State of Oregon Terrorism Suspicious Activity Report intake log.
- Providing real time intelligence/information support, previously coordinated, to OEM and other appropriate emergency management agencies during an emergency event or operation.
- Provide updated intelligence related to all crimes or terrorism-related activities to local, State, and Federal law enforcement agencies as requested or required.
- Provide liaison support and information sharing in support of emergency operations by disseminating emergency information through the TITAN.
- Provide an OTFC staff member to be collocated within the State ECC in the event of an emergency.



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- Provide terrorism-related alerts, bulletins, and assessments to public and private-sector companies and organizations as requested or required.

### 4.5.5 Resource Management

The City EOC staff has the authority under emergency conditions to establish priorities for the assignment and use of all City resources. The City will commit all its resources, if necessary, to protect life and property.

The City Manager has the overall responsibility for establishing resource priorities. In a situation where resource allocations are in dispute, the City Manager has the final allocation authority. The Logistics and Planning Sections have primary responsibility for coordinating the resource management effort.

Under emergency conditions, members of the EOC staff will allocate resources according to the following guidelines:

- Deploy resources according to the following priorities:
  1. Protection of life.
  2. Protection of responding resources.
  3. Protection of public facilities.
  4. Protection of private property.
- Distribute resources in a manner that provides the most benefit for the amount of local resources expended.
- Coordinate citizen appeals for assistance through the PIO at the EOC. Local media will be used to provide citizens with information about where to make these requests.
- Escalate the activation of other available resources by activating MAAs with other jurisdictions.
- Should the emergency be of such magnitude that all local resources are committed or expended, request assistance from the County for County, State, and Federal resources.
- County, State, and/or Federal resources will be activated in a timely manner through an emergency declaration and request for assistance from the County.

#### 4.5.5.1 Volunteer and Donations Management

At this time, the City does not have a formal volunteer and donations management program in place. Should one be developed in the future, the program will work to ensure the most efficient and effective use of unaffiliated volunteers,

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unaffiliated organizations, and unsolicited donated goods to support events and incidents.

The City Finance Department will coordinate and manage volunteer services and donated goods through appropriate liaisons assigned at the City EOC, with support from the Red Cross, Salvation Army, and other volunteer organizations. These activities are intended to maximize benefits without hindering emergency response operations. Procedures for accessing and managing these services during an emergency will follow NIMS/ICS standards. The City's volunteer and donations management program may include:

- Activation of a Volunteer and Donations Management coordinator within the City's EMO to address volunteer and donations management, including coordination with neighboring jurisdictions and the State's donation management system.
- Implementation of a system for tracking and utilizing volunteers and donations (including cash contributions).
- Coordination with County, State, and local volunteer agencies and Volunteer Organizations Active in Disaster groups.
- Establishment of facilities such as a warehouse and volunteer reception center.
- Methods and sites for collection, sorting, managing, and distributing in-kind contributions, including methods for disposing of or refusing goods that are not acceptable.
- Communications support such as coordination of a call center and public information.
- Procedures to verify and/or vet volunteer organizations and/or organizations operating relief funds.

The City may coordinate with the County to provide volunteer and donations management support.

##### 4.5.5.2 Resource Typing

The City may choose to implement NIMS resource typing to better address resource and supply needs during an emergency. Resource typing is a method for standardizing nomenclature, used when requesting equipment and managing resources during an incident; NIMS approves this method for ordering supplies and providing mutual aid to partners during an emergency.

Within many of the resource types are divisions for size, power, or quantity. These are commonly listed as Type I, Type II, Type III, and so on. If interpreted properly, a resource typing list can increase the usefulness of the tools requested

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in an emergency and may reduce costs by eliminating orders for equipment that are inaccurate or inappropriate for the situation. Response personnel and support staff should practice using resource typing lists and become familiar with the standard terminology for commonly requested resources.

### 4.5.5.3 Credentialing of Personnel

The City should maintain a program for credentialing response personnel that provides documentation identifying such personnel and authenticates and verifies their qualifications by ensuring that they possess a minimum common level of training, experience, physical and medical fitness, and capability appropriate for a particular position.

The City's credentialing program may include the following elements:

- Conduct identity enrollment of personnel, in accordance with approved standards.
- Identify type and quality of personnel, in accordance with published NIMS job titles. For those not covered by NIMS, develop typing for positions based on the essential functions of a position, levels of training, experience levels, required licensure and certifications, and physical and medical fitness required for the position.
- Certify personnel based on completion of identity vetting and meeting qualifications for the positions to be filled.
- Card personnel after completing certification of identity, qualifications, and typing.
- Provide authorization for deployment of credentialed personnel through order numbers, travel authorizations, etc.
- Ensure that personnel are credentialed only while they maintain employment and qualifications.

### 4.5.6 Access and Functional Needs Populations

Access to emergency services shall not be denied on the grounds of color, national origin, sex, age, sexual orientation, or functional needs. Access and Functional Needs Populations (also referred to as Vulnerable Populations and Special Needs Populations) are members of the community who experience physical, mental, or medical care needs and who may require assistance before, during, and after an emergency incident after exhausting their usual resources and support network.

*See FA 2 – Human Services for additional information on Access and Functional Needs Populations, including children and programs the City currently has in place.*

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### 4.5.7 Animals in Disaster

While the protection of human life is paramount, the need to care for domestic livestock and/or companion animals plays into decisions made by the affected population. The City will coordinate with local animal owners, veterinarians, and animal advocacy groups to address animal-related issues that arise during an emergency.

### 4.5.8 Demobilization

As the emergency situation progresses and the immediate response subsides, a transition period will occur during which emergency responders will hand responsibility for active coordination of the response to agencies or organizations involved with short- and long-term recovery operations. The City Manager or Emergency Manager will determine when a state of emergency no longer exists and will request restoration of normal City functions from the City Mayor, or designee. Operations can then be terminated.

### 4.5.9 Transition to Recovery

Recovery comprises steps that the City will take during and after an emergency to restore government function and community services to the levels existing prior to the emergency. Recovery is both a short- and long-term process. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public, such as bringing necessary lifeline systems (e.g., power, communication, water and sewage, disposal of solid and hazardous wastes, or removal of debris) to an acceptable standard while providing for basic human needs (e.g., food, clothing, and shelter). Once stability is achieved, the City can concentrate on long-term recovery efforts, which focus on restoring the community to a normal or improved state of affairs. The recovery period is also an opportune time to institute mitigation measures, particularly those related to the recent emergency. Within this mission area, the City can reassess the applications, processes, and functions of all annexes of this disaster plan for deficiencies. Resources to restore or upgrade damaged areas may be available if it can be shown that extra repairs will mitigate or lessen the chances of, or damages caused by, another similar disaster in the future.

*See FA 4 – Recovery Strategy for more details.*

## 4.6 Inter-jurisdictional Coordination

### 4.6.1 Municipalities

The City is responsible for the direction and control of its local resources during emergencies, including requesting additional resources from mutual aid partners. For resources not covered under mutual aid, requests shall be directed to County Emergency Management, including any requests for a State declaration of emergency or presidential disaster declaration.

**4. Concept of Operations****4.6.2 Mutual Aid**

State law (ORS 402.010 and 402.015) authorizes the City to enter into Cooperative Assistance Agreements with public and private agencies in accordance with their needs. Personnel, supplies, and services may be used by a requesting agency if the granting agency cooperates and extends such services.

State law (ORS 402.210) authorizes the creation of an intrastate mutual assistance compact among local governments within the State. This compact streamlines the process by which a local government requests assistance and temporarily acquires resources.

**4.6.2.1 Memorandum of Understanding (MOU)**

A MOU has been reached with the following entities:

1. Family Church (Sutherlin Campus)
2. Douglas County Red Cross
3. Sutherlin School District
4. Sutherlin Oakland Emergency Food Pantry

Copies of each MOU may be given by request at the Sutherlin Emergency Managers Office 111S. Umpqua St. Sutherlin, OR 97479

**4.6.3 Special Service Districts**

These districts provide services such as fire protection and water delivery systems that are not available from City or County government. Each is governed by an elected Board of Directors and has policies separate from City and County government. They often overlap City and County boundary lines and thus may serve as primary responders to emergencies within their service districts.

**4.6.4 Private Sector**

Disaster response by local government agencies may be augmented by business, industry, and volunteer organizations. The Community Development – Public Works Department Director will coordinate response efforts with business and industry. This includes providing assistance, as appropriate, in action taken by industry to meet State emergency preparedness regulations governing businesses, such as utility companies, that provide essential services. Schools, hospitals, nursing/care homes and other institutional facilities are required by Federal, State, and local regulations to have disaster plans. The PIO will also work with volunteer organizations to provide certain services in emergency situations, typically through previously established agreements. In the preparedness context, essential training programs will be coordinated by the sponsoring agencies of

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such organizations as the Red Cross, faith-based groups, amateur radio clubs, CERTs, etc.

**4.6.5 County Government**

The County EMO, as defined in the County EOP, can be activated through County Emergency Management. The County provides direct agency support at the local level and serves as a channel for obtaining resources from outside the County structure, including the assistance provided by State, regional, and Federal agencies. Local resources (personnel, equipment, funds, etc.) should be exhausted or projected to be exhausted before the County requests State assistance.

**4.6.6 State Government**

The State EMO, as defined in the State of Oregon EOP, can be activated through OEM. This department provides a duty officer at all times. The State provides direct agency support to the local level and serves as a channel for obtaining resources from outside the State structure, including the assistance provided by the Federal government.

**4.6.7 Federal Government**

The County shall issue requests for Federal disaster assistance to OEM. Federal resources may be requested and provided prior to the formal declaration of a disaster in emergency response situations. A Presidential Disaster Declaration makes available extensive disaster response and recovery assistance, including financial support to governments, businesses, and individual citizens.

# 5

## Command and Control

### 5.1 General

Ultimate responsibility for command and control of City departments and resources lies with the City Manager. Direction and control of City emergency operations will be conducted via ICS and the Multi-Agency Coordination System (MACS). The City EMO is responsible for maintaining the readiness of the EOC and identifying and training support staff. City departments will be requested to designate personnel who can be made available to be trained by City Emergency Management and to work in the EOC during a major disaster. Other departments may be requested to provide assistance in a major emergency.

### 5.2 On-Scene Incident Management

The initial City response structure consists of the Incident Commander and single-resource agencies (i.e., Community Development – Public Works Department, Police Department, and Fire & Rescue). Depending on the incident, the Director/Chief of the responding agency may act as both the Incident Commander and chief. During the initial response, an Incident Commander from the appropriate agency will be located at the on-scene Incident Command Post and will assume the responsibilities of the PIO, liaison officer, and safety officer Command Staff responsibilities until these responsibilities are delegated.

As the incident progresses, and to maintain an adequate span of control, the initial response structure will transition into an expanded ICS organization, supported by some or all Command and General Staff positions.

### 5.3 Emergency Operations Center Support to On-Scene Operations

Depending on the type and size of incident, the City may activate the EOC and assign an Incident Commander. The City will request additional personnel to support this expanded structure. Depending on the incident type, the City departments will provide staff to the EOC. Following a declaration of emergency, the City may receive assistance from the County and may utilize and support the County ICS structure. At any time, if the incident expands or contracts, changes in jurisdiction or discipline, or becomes more or less complex, the Incident Commander may change to meet the needs of the incident.

Upon activation of the City EOC, the City Manager is empowered to assume executive control over all departments, divisions, and offices of the City of Sutherlin during a state of emergency. The Incident Commander is responsible

## 5. Command and Control

for performing such duties as causing emergency measures to be enforced and designating emergency areas. The City Mayor (or designee) may declare a state of emergency; the City Manager, Emergency Manager or designee, may place this plan into effect, and the City Manager, Emergency Manager or designated department head may activate and staff the City EOC on full or partial basis. In the event that one or more of the above actions are implemented, a report of such action will be made to the Mayor and City Council at the first available opportunity. The City Manager is empowered to assume executive control over all departments, divisions, and offices of the City during a state of emergency.

Outside assistance, whether from other political jurisdictions or from organized volunteer groups, will be requested and used only as an adjunct to existing City services, and then only when the situation threatens to expand beyond the City's response capabilities.

### 5.4 Emergency Operations Center

The EOC supports incident response activities. It may be activated upon notification of a possible or actual emergency. The EOC will track, manage, and allocate appropriate resources and personnel. During large-scale emergencies, the EOC will become the seat of government for the duration of the crisis. The EOC will serve as a multi-agency coordination center, if needed.

#### 5.4.1 Emergency Operations Center Activation

During emergency operations and upon activation, the EOC staff will assemble and exercise direction and control, as outlined below.

- The EOC will be activated by the City Manager, Emergency Manager or designated department head. Unified Command will be used, with the Incident Commander identified by type of incident (e.g., in the event of a terrorist attack, the Chief of Police will assume the role of Incident Commander). Douglas County Fire District #2 Chief will assume Incident Commander during incidents involving wildland fire, and the Community Development – Public Works Department Director will assume the Incident Commander role during a natural disaster. The Incident Commander will assume responsibility for all operations and direction and control of response functions.
- The City Manager, Emergency Manager, and/or Incident Commander will determine the level of staffing required and will alert the appropriate personnel, agencies, and organizations.
- Emergency operations will be conducted by City departments, augmented as required by trained reserves, volunteer groups, and forces supplied through MAAs. County, State, and Federal support will be requested if the situation dictates.



## 5. Command and Control

- Communications equipment in the EOC will be used to receive information, disseminate instructions, and coordinate emergency operations.
- The on-scene Incident Commander may establish an on-scene command post to maintain close contact and coordination with the EOC.
- Department heads and organization leaders are responsible for the emergency functions assigned to their activities, as outlined in their respective annexes.
- The EOC may be required to operate on a 24-hour basis, rotating on 12-hour shifts or as needed.
- The Emergency Manager will immediately notify the County Emergency Management office upon activation. Periodic updates will be issued as the situation requires.

### 5.4.2 Emergency Operations Center Location

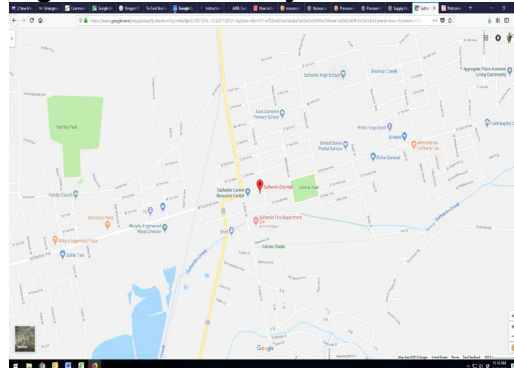
The **primary location** for the City EOC is:

Sutherlin Civic Center  
175 E. Everett Avenue  
Sutherlin, OR 97479

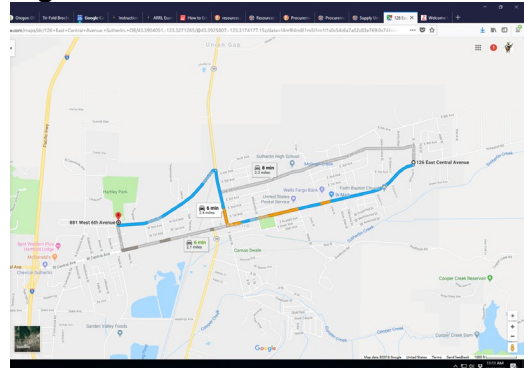
If necessary, the **alternate location** for the City EOC is the **Family Church Event Center** is located at:

Family Church  
Event Center  
881 W 6<sup>th</sup> Ave  
Sutherlin, OR 97479

**Figure 5-1 Primary EOC Location**



**Figure 5-2 Alternate EOC Location**



**5. Command and Control**

The location of the EOC can change, as dictated by the nature of the disaster and the resource requirements needed to adequately respond. Coordination and control for City emergency operations will take place from the EOC as long as environmental and incident conditions allow; however, the Incident Commander, or designee, will designate a facility should it be necessary to relocate. The Incident Commander, or designee, may request that County Emergency Management allow the City to utilize County facilities.

**5.4.3 Emergency Operations Center Staffing**

City departments involved in emergency response and personnel assigned to Command and General Staff (if previously designated) are required to report to the EOC upon activation. Personnel assigned to the EOC have the authority to make the decisions associated with their Command and General Staff positions.

Due to limited personnel and resources available in the City, it is imperative that all primary and alternate EOC staff be trained on ICS functions outside their areas of expertise. Regularly exercising ICS, including sub-functions and liaison roles, with volunteers and other support staff, will improve overall EOC operation efficiency and add depth to existing City emergency management and response organizations.

**5.4.4 Access and Security**

Since the EOC is an operational center dealing with a large volume of incoming and outgoing, often sensitive, information, access will be limited to designated emergency operations personnel. Others may be allowed access as determined by the Incident Commander, or designee. Appropriate security measures will be in place to identify personnel who are authorized to be present.

**5.4.5 Deactivation**

Each situation will need to be evaluated to determine the need for continued operation of the EOC after the emergency response has been completed. This decision is made by the Emergency Manager.

During the initial stages of the recovery period for a major disaster, it may be desirable to continue to operate the City EOC during the day with limited staffing to facilitate the dissemination of information on disaster relief programs available for the public and local government. This alternative should be weighed against the option of immediately requiring the City Manager and staff to handle the recovery emergency mission area as part of their daily responsibilities, which is the ultimate goal.

The Emergency Manager has the final approval authority for activation and closure of the EOC. Once the decision has been made to limit hours/staff or close the EOC, this needs to be disseminated to the same agencies that were notified when it was activated.

## 5. Command and Control

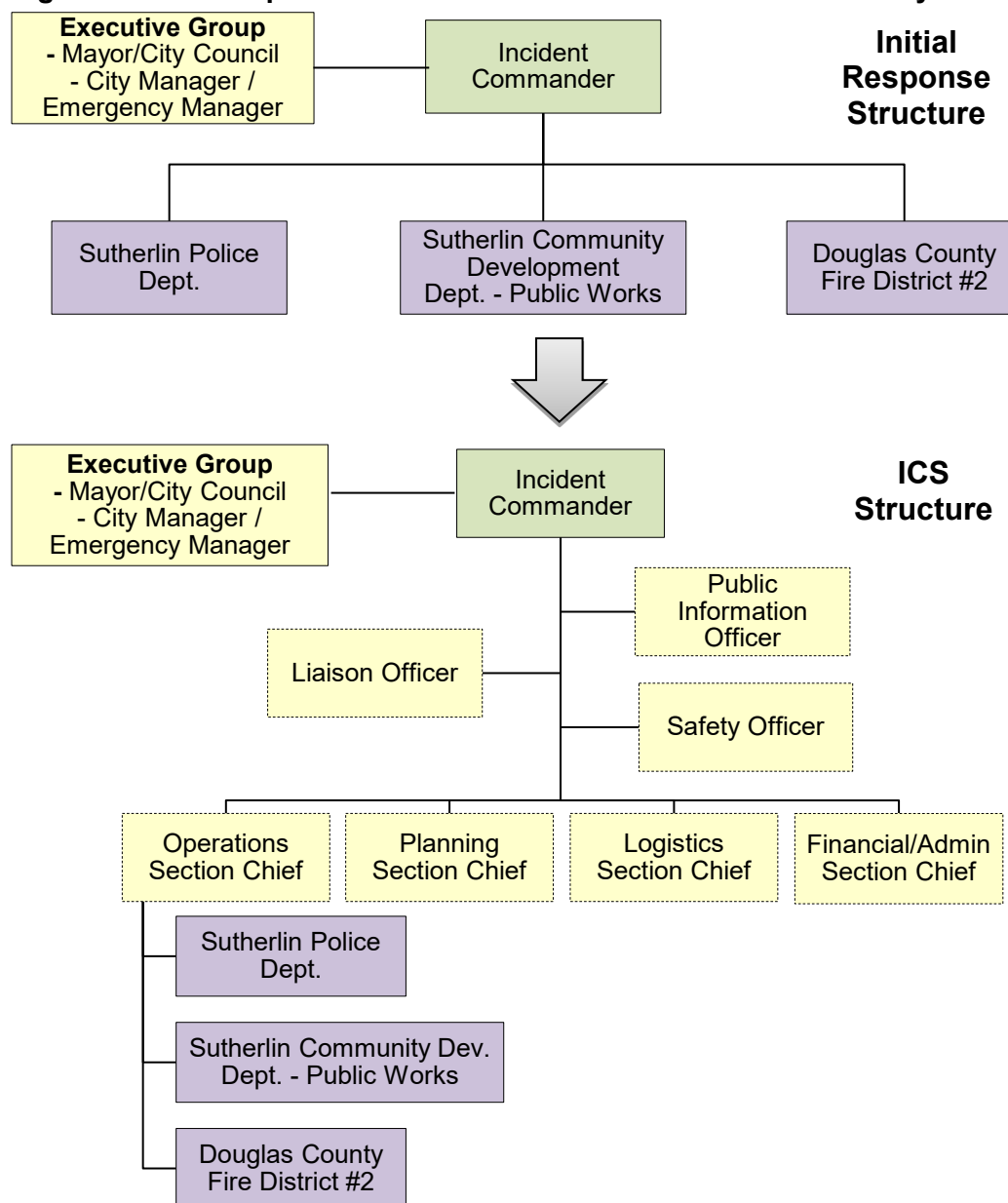
If necessary, the EOC may be re-opened (see activation procedures in section 5.4.1) and emergency operations may be re-initiated at any time. Similar to initial activation, re-activation of the EOC would occur at the direction of the Emergency Manager or designated department head.

### 5.5 Incident Command System

In Oregon, implementation of NIMS and ICS is mandatory during an emergency incident. NIMS is a comprehensive, national approach to incident management, applicable to all jurisdictional levels and across functional disciplines. ICS is a standardized, flexible, scalable, all-hazard incident management system designed to be utilized from the time an incident occurs until the need for management and operations no longer exists. This system consists of practices for managing resources and activities during an emergency response and allows agencies to communicate using common terminology and operating procedures. It also allows for effective coordination and allocation of resources throughout an incident's duration. The ICS structure can be expanded or contracted, depending on an incident's changing conditions. It can be staffed and operated by qualified personnel from any emergency service agency and may involve personnel from a variety of disciplines. As such, the system can be utilized for any type or size of emergency, ranging from a minor incident involving a single unit to a major emergency involving several agencies and spanning numerous jurisdictions. The City has established an EMO supporting EOC activation and operational procedures, as well as position checklists compliant with NIMS/ICS. This information is contained within this EOP; however, this document is not an EOC manual. A transitional ICS organizational chart for the City is presented in Figure 5-3.

## 5. Command and Control

Figure 5-3 Example of a Scalable Command Structure for the City



## 5.5.1 Emergency Operations Center Incident Commander

The EOC Incident Commander is responsible for the operations of the EOC when it is activated and has overall responsibility for accomplishing the EOC mission. In general, the EOC Incident Commander is responsible for:

- Approving and supporting implementation of an IAP.
- Coordinating activities supporting the incident or event.
- Approving release of information through the PIO.

**5. Command and Control**

- Performing the duties of the following Command Staff if no one is assigned to the position:
  - Safety Officer
  - PIO
  - Liaison Officer.
- At any time, if the incident expands or contracts, changes in jurisdiction or discipline, or becomes more or less complex, the Incident Commander may change to meet the needs of the incident.

**5.5.2 Emergency Operations Center Command Staff****5.5.2.1 Safety Officer**

The Safety Officer position generally applies to incident scenes and is responsible for:

- Identifying initial hazards, determining personal protective equipment requirements, and defining decontamination areas.
- Implementing site control measures.
- Monitoring and assessing the health and safety of response personnel and support staff (may be necessary for EOC as well).
- Preparing and implementing a site Health and Safety Plan and updating the Incident Commander regarding safety issues or concerns, as necessary (may be necessary for EOC as well).
- Exercising emergency authority to prevent or stop unsafe acts (may be necessary for the EOC as well).

**5.5.2.2 Public Information Officer**

A lead PIO will most likely coordinate and manage a larger public information network representing local, County, regional, and State agencies; tribal entities; political officials; and other emergency management stakeholders. The PIO's duties include:

- Developing and coordinating release of information to incident personnel, media, and the general public.
- Coordinating information sharing among the public information network through the use of a Joint Information System (JIS) and, if applicable, participating in a Joint Information Center (JIC).
- Implementing information clearance processes with the Incident Commander.

## 5. Command and Control

- Conducting and/or managing media briefings and implementing media-monitoring activities.

### 5.5.2.3 Liaison Officer

Specific liaison roles may be incorporated into the command structure established at the City and/or County EOC, depending on the type of emergency incident that has occurred. Liaisons represent entities and organizations such as hospitals, school districts, tribes, community development/public works/utility companies, and volunteer services such as the Red Cross. Responsibilities typically associated with a liaison role include:

- Serving as the contact point for local government officials, agency or tribal representatives, and stakeholders.
- Coordinating information and incident updates among interagency contacts, including the public information network.
- Providing resource status updates and limitations among personnel, capabilities, equipment, and facilities to the Incident Commander, government officials, and stakeholders.

The annexes attached to this plan contain general guidelines for the City governmental entities, organizations, and County officials and departments to carry out responsibilities assigned at the City EOC or other designated facility where response efforts will be coordinated.

## 5.5.3 Emergency Operations Center General Staff

### 5.5.3.1 Operations Section Chief

The Operations Section Chief position is typically filled by the lead agency managing response activities for a specific type of incident. The Operations Section is organized into functional units representing agencies involved in tactical operations. The following agencies are typically included in the Operations Section:

- Fire: Emergencies dealing with fire, earthquake with rescue, or hazardous materials.
- Law Enforcement: Incident(s) involving civil disorder/disturbance, significant security/public safety concerns, transportation-related accidents, and/or criminal investigations.
- Public Health Officials: Contamination issues, disease outbreaks, and/or emergency incidents posing threats to human, animal, and environmental health.

**5. Command and Control**

- Community Development – Public Works Department: Incidents resulting in major utility disruptions, damage to critical infrastructure, and building collapse.

Private entities, companies, and nongovernmental organizations may also support the Operations Section. The Operations Chief is responsible for:

- Providing organizational support and directing implementation of unit operational plans and field response activities.
- Developing and coordinating tactical operations to carry out the IAP.
- Managing and coordinating various liaisons representing community response partners and stakeholders.
- Directing IAP tactical implementation.
- Requesting resources needed to support the IAP.

**5.5.3.2 Planning Section Chief**

The Planning Section is responsible for forecasting future needs and events of the response effort while ensuring implementation of appropriate procedures and processes. This section is typically supported by four primary units: Resources, Situation, Documentation, and Demobilization. The Planning Chief is responsible for:

- Collecting, evaluating, and distributing information regarding the incident and providing a status summary.
  - For terrorist incidents liaise with the OTFC.
- Preparing and disseminating the IAP.
- Conducting planning meetings and developing alternatives for tactical operations.
- Maintaining resource status.

**5.5.3.3 Logistics Section Chief**

The Logistics Section is typically supported by the units responsible for supplies, food, communications, medical services, facilities, and ground support. Depending on the incident's type and size, these units can be divided into two branches: Service and Support. The Logistics Chief is responsible for:

- Providing and managing resources to meet the needs of incident personnel.

**5. Command and Control**

- Managing various coordinators of particular resources, such as transportation-related equipment, EOC staff support services, supplies, facilities, and personnel.
- Estimating future support and resource requirements.
- Assisting with development and preparation of the IAP.

**5.5.3.4 Finance/Administration**

The Finance/Administration Section is specific to the incident type and severity of resulting impacts. In some instances, agencies may not require assistance, or only a specific function of the section may be needed that can be staffed by a technical specialist in the Planning Section. Potential units assigned to this section include: Compensation/Claims, Procurement, Cost, and Time. The Finance and Administration Chief is responsible for:

- Monitoring costs related to the incident.
- Maintaining accounting, procurement, and personnel time records.
- Conducting cost analyses.

**5.5.4 Unified Command**

In some incidents, several organizations may share response authority. ICS has the advantage of combining different local, County, regional, State, and Federal agencies into the same organizational system, maximizing coordination of response activities, and avoiding duplication of efforts. A structure called Unified Command allows the Incident Commander position to be shared among several agencies and organizations that maintain jurisdiction. Unified Command members retain their original authority but work to resolve issues in a cooperative fashion to enable a more efficient response and recovery.

In a large incident involving multiple jurisdictions and/or regional, State, and Federal response partners, a Unified Command may replace a single organization Incident Commander. Each of the four primary ICS sections may be further subdivided, as needed. In smaller situations, where additional persons are not required, the Incident Commander will directly manage all aspects of the incident organization. Figure 5-4 is an example of a Unified Command organizational chart for the City. It provides the operational flexibility to expand or contract staffing, depending on the incident's nature and size.

**5.5.5 Area Command**

Area Command is activated only if necessary, depending on the complexity of the incident and span-of-control considerations. An area command is established either to oversee the management of multiple incidents that are being handled by separate ICS organizations or to oversee the management of a very large incident that involves multiple ICS organizations. It is important to note that Area



## 5. Command and Control

Command does not have operational responsibilities. For incidents under its authority, the Area Command:

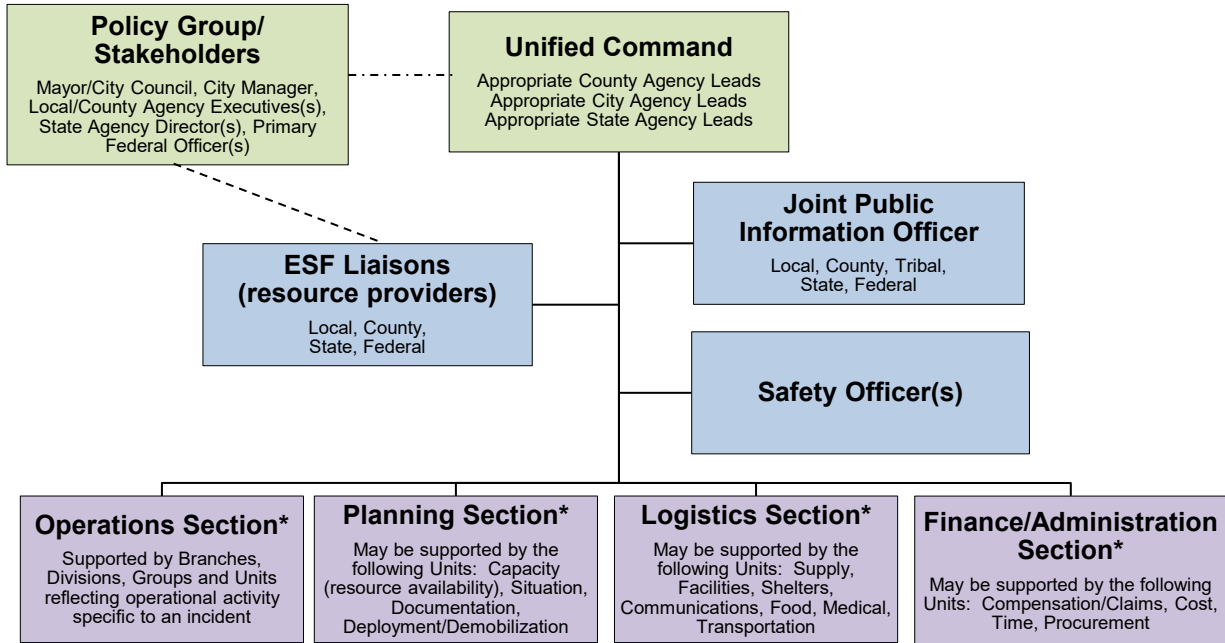
- Sets overall agency incident-related priorities.
- Allocates critical resources according to established priorities.
- Ensures that incidents are managed properly.
- Ensures effective communications.
- Ensures that incident management objectives are met and do not conflict with each other or with agency policies.
- Identifies critical resource needs and reports them to the EOC(s).
- Ensures that short-term emergency recovery is coordinated to assist in the transition to full recovery operations.
- Provides for personnel accountability and a safe operating environment.

### 5.5.6 Multi-Agency Coordination

In the event the City is coordinating a response with other jurisdictions or agencies with authority over the incident, it may choose to implement a Multi-Agency Coordination Group (MAC). Typically, administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds are brought together and form MAC Groups. Other names for MAC Groups include “multiagency committees” and “emergency management committees.” A MAC Group can provide coordinated decision making and resource allocation among cooperating agencies and may establish the priorities among incidents, harmonize agency policies, and provide strategic guidance and direction to support incident management activities.

## 5. Command and Control

Figure 5-4 Example of Unified Command for the City



\*Note: In any type of incident, a Section Chief may be assigned a Deputy. In addition, an Intelligence Section would be incorporated into the command structure in response to incidents of national significance or those presumed or confirmed to be terrorist-related.

# 6

## Plan Development, Maintenance and Implementation

### 6.1 Plan Review and Maintenance

At a minimum, this EOP will be formally reviewed and re-promulgated every five years to comply with State requirements. This review will be coordinated by the City Manager, Emergency Manager, or designee, and will include participation by members from each of the departments assigned as lead agencies in this EOP and its supporting annexes. This review will:

- Verify contact information.
- Review the status of resources noted in the plan.
- Evaluate the procedures outlined in this plan to ensure their continued viability.

In addition, lead agencies will review the annexes and appendices assigned to their respective departments. A more frequent schedule for plan review and revision may be necessary. The EOP will be re-promulgated when a new senior elected or appointed official takes office or at a minimum of every five years to comply with State requirements.

#### **Recommended changes should be forwarded to:**

City Manager  
Sutherlin City Hall Complex  
126 E Central Ave  
Sutherlin, OR 97479

### 6.2 Training Program

The Emergency Manager coordinates training for City personnel and encourages them to participate in training sessions hosted by other jurisdictions throughout the region.

The City will pursue training emergency response and City personnel in minimal training requirements set forth under NIMS. The Emergency Manager with assistance from the City Recorder maintains records and lists of training received by City personnel. Training requirements apply to all first responders and disaster workers, including first-line supervisors, middle management, and Command and General staff. NIMS identifies these positions as follows:

## 6. Plan Development, Maintenance and Implementation

- EMS personnel.
- Firefighters.
- Law enforcement personnel.
- Community Development – Public Works Department/utility personnel.
- Skilled support personnel.
- Other emergency management response personnel.
- Support/volunteer personnel at all levels.

Table 6-1 provides the minimum training requirements for the City's emergency personnel.

**Table 6-1 Minimum Training Requirements**

Emergency Personnel	Training Required
Direct role in emergency management or emergency response	ICS-100 IS-700a
First-line supervisors, mid-level management and command and general staff	ICS-100, -200 IS-700a
Supervisory role in expanding incidents or have a management role in an EOC	ICS-100, -200, -300 IS-700a
Management capacity in an area command situation or EOC	ICS-100, -200, -300, -400 IS-700a, -701a
Public Information Officers	IS-702a
Resource management	IS-703a
Communication or incident information systems	IS-701
Development of mutual aid Agreements and/or mutual aid operational plans	IS 706
Planning	IS-800b
Additional information about training requirements can be found on the OEM website at <a href="http://www.oregon.gov/OMD/OEM/plans_train/docs/nims/nims_who_takes_what.pdf">http://www.oregon.gov/OMD/OEM/plans_train/docs/nims/nims_who_takes_what.pdf</a> . Independent study courses can be found at <a href="http://training.fema.gov/IS/crslist.asp">http://training.fema.gov/IS/crslist.asp</a> .	

### 6.3 Exercise Program

The City will conduct exercises annually (alternating between table top and functional exercises) to test and evaluate this EOP. Whenever feasible, the City will coordinate with neighboring jurisdictions and State and Federal government to participate in joint exercises. These exercises will consist of a variety of tabletop exercises, drills, functional exercises, and full-scale exercises.

## 6. Plan Development, Maintenance and Implementation

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

The Emergency Manager will work with other City/County departments and agencies to identify and implement corrective actions and mitigation measures, based on exercises conducted through Emergency Management.

### 6.4 Event Critique and After Action Reporting

In order to document and track lessons learned from exercises, the Emergency Manager will conduct a review, or “hot wash,” with exercise participants after each exercise. The Emergency Manager or designee will also coordinate an After Action Report (AAR), which will describe the objectives of the exercise and document the results of the evaluation.

Similarly, reviews and AARs will be facilitated after an actual disaster that will document activities of the incident to improve the City’s readiness. All agencies involved in the emergency response will participate in the AAR. The AAR following an incident should include actions taken, identification of equipment shortcomings as well as highlight of strengths, and make recommendations to improve operational readiness. Recommendations may include suggested future exercise events and programs. Valuable success stories and lessons learned may be submitted to the Lessons Learned Information Sharing website ([www.llis.gov](http://www.llis.gov)). The Emergency Manager will ensure that equipment, training, and planning shortfalls identified following an incident are addressed by the City’s EMO.

*See the COOP plan for further information on AARs for incidents requiring activation of the COOP.*

### 6.5 Community Outreach and Preparedness Education

Educational tools are used to teach the public about threats, disasters, and what to do when an emergency occurs. The City maintains an active community preparedness program and recognizes that citizen preparedness and education are vital components of the City’s overall readiness. The City plans to post information on public education programs, hazard and mitigation information, and other emergency management and emergency services on the City’s website.

### 6.6 Funding and Sustainment

It is a priority of the City to fund and maintain an EMO that ensures the City’s ability to respond to and recover from disasters. The Emergency Manager will work with City Council and community stakeholders to:

- Identify funding sources for emergency management programs, personnel, and equipment.

**6. Plan Development, Maintenance and Implementation**

- Ensure that the Council is informed of progress toward building emergency response and recovery capabilities and is aware of gaps to be addressed.
- Leverage partnerships with local, regional, and State partners to maximize use of scarce resources.



# **Sample Disaster Declaration Forms**

## Appendix A. Declaration of State of Emergency

**DECLARATION OF STATE OF EMERGENCY**

To: \_\_\_\_\_,  
Douglas County Office of Emergency Management

From: \_\_\_\_\_,  
City of Sutherlin, Oregon

At \_\_\_\_\_ (time) on \_\_\_\_\_ (date),

a/an \_\_\_\_\_ (description  
of emergency incident or event type) occurred in the City of Sutherlin threatening  
life and property.

The current situation and conditions are:

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---

---

The geographic boundaries of the emergency are:

---

---

WE DO HEREBY DECLARE THAT A STATE OF EMERGENCY NOW EXISTS IN THE CITY OF SUTHERLIN AND THAT THE CITY HAS EXPENDED OR WILL SHORTLY EXPEND ITS NECESSARY AND AVAILABLE RESOURCES. WE RESPECTFULLY REQUEST THAT THE COUNTY PROVIDE ASSISTANCE, CONSIDER THE CITY AN "EMERGENCY AREA" AS PROVIDED FOR IN ORS 401, AND, AS APPROPRIATE, REQUEST SUPPORT FROM STATE AGENCIES AND/OR THE FEDERAL GOVERNMENT.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date & Time: \_\_\_\_\_

*This request may be passed to the County via radio, telephone, or fax. The original signed document must be sent to the County Emergency Management Office, with a copy placed in the final incident package.*



# B

## Incident Command System Forms

## Appendix B. Incident Command System Forms

**Index of Incident Command System (ICS) Forms**

The following ICS forms are included in this appendix.

ICS Form No.	Form Title
ICS Form 201	Incident Briefing
ICS Form 202	Incident Objectives
ICS Form 203	Organization Assignment List
ICS Form 204	Assignment List
ICS Form 205	Incident Radio Communications Plan
ICS Form 205a	Communications List
ICS Form 206	Medical Plan
ICS Form 207	Incident Organizational Chart
ICS Form 208	Safety Message/Plan
ICS Form 209	Incident Status Summary
ICS Form 210	Resource Status Change
ICS Form 211	Incident Check-in List
ICS Form 213	General Message
ICS Form 214	Activity Log
ICS Form 215	Operational Planning Worksheet
ICS Form 215a	Incident Action Plan Safety Analysis
ICS Form 218	Support Vehicle/Equipment Inventory
ICS Form 219	Resource Status Card (T-Card)
ICS Form 220	Air Operations Summary
ICS Form 221	Demobilization Plan
ICS Form 225	Incident Personnel Performance Rating



## **Emergency Operations Center Position Checklists**

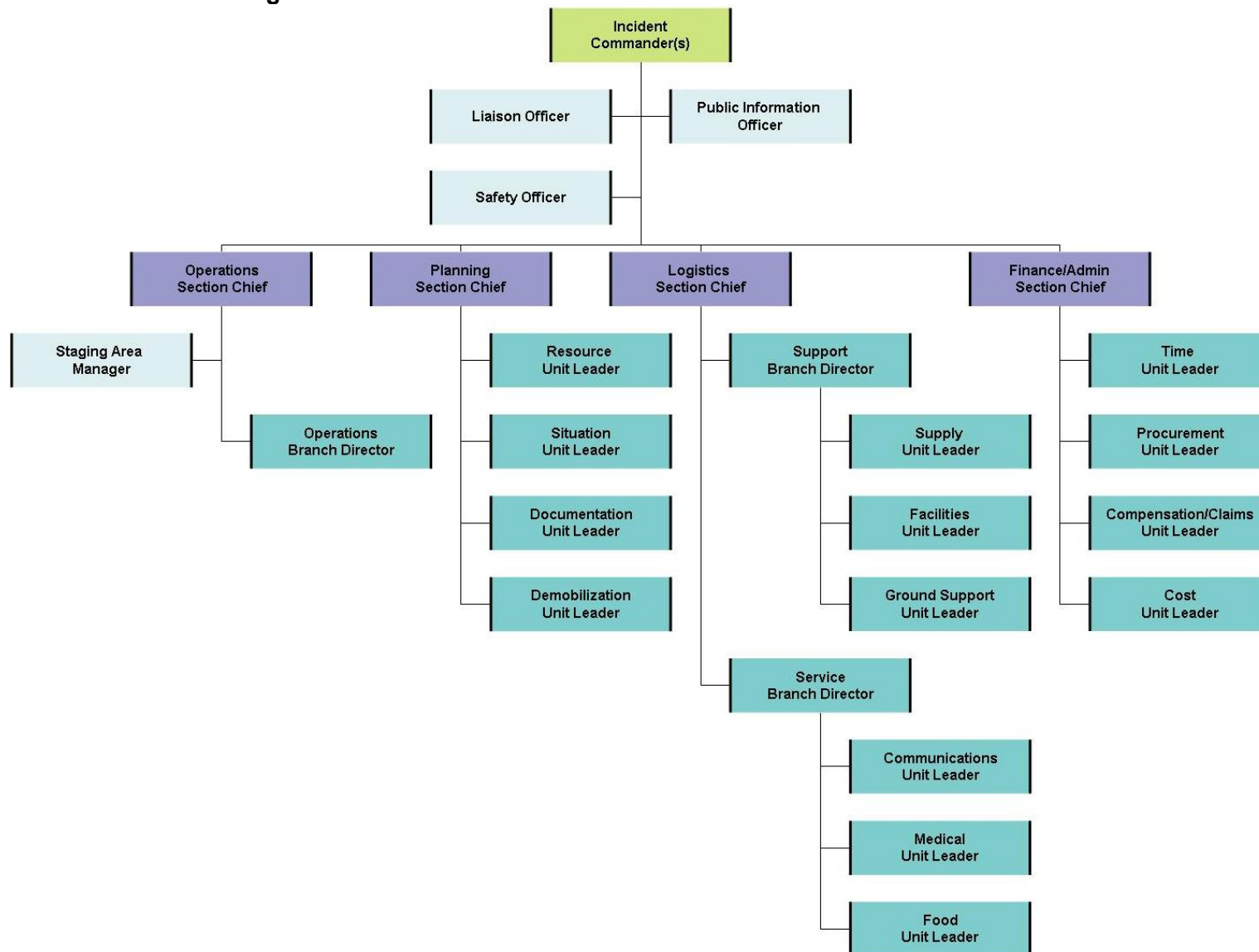
**Appendix C. Emergency Operations Center Position Checklists****Index of EOC Position Checklists**

The following checklists are included in this appendix.

1. Communication Unit Leader Checklist
2. Compensation/Claims Unit Leader Checklist
3. Cost Unit Leader Checklist
4. Demobilization Unit Leader Checklist
5. Documentation Unit Leader Checklist
6. Facilities Unit Leader Checklist
7. Finance – Administration Section Chief Checklist
8. Food Unit Leader Checklist
9. Ground Support Unit Leader Checklist
10. Incident Commander Checklist
11. Liaison Officer Checklist
12. Logistics Section Chief Checklist
13. Medical Unit Leader Checklist
14. Operations Branch Director Checklist
15. Operations Section Chief Checklist
16. Planning Section Chief Checklist
17. Procurement Unit Leader Checklist
18. Public Information Officer Checklist
19. Resources Unit Leader Checklist
20. Safety Officer Checklist
21. Service Branch Director Checklist
22. Situation Unit Leader Checklist
23. Staging Area Manager Checklist
24. Supply Unit Leader Checklist
25. Support Branch Director Checklist
26. Time Unit Leader Checklist

## Appendix C. Emergency Operations Center Position Checklists

Figure C-1 EOC Position Organizational Chart



# D

## References

## Appendix D. References

**Federal**

- Federal Emergency Management Agency, Comprehensive Planning Guide 101, 2010.  
([http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf))
- Federal Emergency Management Agency, FEMA 64, Emergency Action Planning Guidelines for Dams, 1998.  
(<http://www.fema.gov/plan/prevent/damfailure/fema64.shtm>)
- Homeland Security Presidential Directive 5: Management of Domestic Incidents, 2003.  
([http://www.dhs.gov/xabout/laws/gc\\_1214592333605.shtm](http://www.dhs.gov/xabout/laws/gc_1214592333605.shtm))
- National Incident Management System, 2008.  
([http://www.fema.gov/pdf/emergency/nims/NIMS\\_core.pdf](http://www.fema.gov/pdf/emergency/nims/NIMS_core.pdf))
- National Response Framework, 2008.  
(<http://www.fema.gov/emergency/nrf/>)
- Public Law 93 234, as amended, Flood Disaster Protection Act of 1973. (<http://www.fdic.gov/regulations/laws/rules/6500-3600.html>)
- Public law 93-288, The Disaster Relief Act of 1974, as amended by Public Law 100-707, The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988.  
(<http://www.fema.gov/about/stafact.shtm>)
- The Code of Federal Regulations, Title 44, Part 206.  
(<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=58d3c66822cc6df274ab5bb11faa77ff&rgn=div5&view=text&node=44:1.0.1.4.57&idno=44>)

**State**

- Office of the State Fire Marshal. Oregon Fire Services Mobilization Plan. 2011.  
([http://www.oregon.gov/OSP/SFM/Oregon\\_Mob\\_Plan.shtml](http://www.oregon.gov/OSP/SFM/Oregon_Mob_Plan.shtml))
- Oregon Emergency Management. State of Oregon Emergency Declaration Guidelines for Local Elected and Appointed Officials. March 2010.  
([http://www.oregon.gov/OMD/OEM/docs/library/decl\\_guide\\_Nov\\_2010.pdf?ga=t](http://www.oregon.gov/OMD/OEM/docs/library/decl_guide_Nov_2010.pdf?ga=t))
- Oregon Revised Statutes (ORS) 401.305 through 401.335, 294.455 and 279B.080. (<http://www.leg.state.or.us/ors/>)

## Appendix D. References

**County**

- Douglas County Emergency Operations Plan, December 2009
- Douglas County Natural Hazard Mitigation Plan, 2003

**Other**

- City of Sutherlin Hazard Mitigation Plan, 2005
- CityData.com. 2012. Sutherlin, Oregon. Accessed on 5 April 2012 at: <http://www.city-data.com/city/Sutherlin-Oregon.html>
- CityData.com. 2012. FCC Registered Amateur Radio Licenses in Sutherlin, Oregon. Accessed on 5 April 2012 at: <http://www.city-data.com/aradio/lic-Sutherlin-Oregon.html>
- Comprehensive Plan for the City of Sutherlin, Update 1991
- Cooper Creek Dam Emergency Action Plan, 2007
- Oregon Blue Book. 2012. Incorporated Cities: Sutherlin. Accessed on 5 April 2012 at: <http://bluebook.state.or.us/local/cities/sy/sutherlin.htm>
- Oregon Blue Book. 2012. Sutherlin Community Profile. Accessed on 5 April 2012 at: <http://www.orinfrastructure.org/profiles/Sutherlin/>
- Plat “I” Dam Emergency Action Plan, 2007
- Sutherlin Continuity of Operations Plan (COOP) – Draft, 2012
- US Census Bureau. 2010 Census. Accessed on 5 April 2012 at <http://census.gov>
- US Census Bureau. 2006-2010 American Community Survey
- All other Public Laws or Executive Orders enacted or to be enacted which pertain to emergencies/disasters.



# E

## Acronyms and Glossary

## Appendix E. Acronyms and Glossary

**Acronyms**

AAR	After Action Report
ADA	Americans with Disabilities Act
BOC	Board of Commissioners
CBRNE	Chemical, biological, radiological, nuclear, explosive
CERT	Community Emergency Response Team
CIKR	Critical Infrastructure and Key Resources
City	City of Sutherlin
COOP	Continuity of Operations
County	Douglas County
DSHS	Department of Social and Health Services
EAS	National Emergency Alert System
ECC	Emergency Coordination Center
EMO	Emergency Management Organization
EMP	State of Oregon Emergency Management Plan
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
ESF	Emergency Support Function
FA	Functional Annex
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
HazMat	Hazardous Materials
HSEEP	Homeland Security Exercise and Evaluation Program
I-5	Interstate Highway 5
IA	Incident Annex
IAP	Incident Action Plan
ICS	Incident Command System
IDA	initial damage assessment
JIC	Joint Information Center
JIS	Joint Information System
MAA	Mutual Aid Agreement

**Appendix E. Acronyms and Glossary**

MAC Group	Multi-Agency Coordination Group
MACS	Multi-Agency Coordination System
MOU	Memorandum of Understanding
NIMS	National Incident Management System
NRF	National Response Framework
NSS	National Shelter System
NTSB	National Transportation Safety Board
ODOT	Oregon Department of Transportation
OEM	Oregon Emergency Management
ORS	Oregon Revised Statutes
OSP	Oregon State Police
OTFC	Oregon TITAN Fusion Center
PDA	Preliminary Damage Assistance
PIO	Public Information Officer
PPD-8	Presidential Policy Directive 8
Red Cross	American Red Cross
SA	Support Annex
SBA	Small Business Administration
SOP	Standard Operating Procedure
SR 138	State Route-138
State	State of Oregon (governing body)
TITAN	Oregon Terrorism Information Threat Assessment Network
USDA	United States Department of Agriculture
VA	Veterans Administration
WMD	Weapons of Mass Destruction

## Appendix E. Acronyms and Glossary

## Glossary of Key Terms

**Accessible:** Having the legally required features and/or qualities that ensure easy entrance, participation, and usability of places, programs, services, and activities by individuals with a wide variety of disabilities.

**Acquisition Procedures:** A process used to obtain resources to support operational requirements.

**Agency:** A division of government with a specific function offering a particular kind of assistance. In the Incident Command System, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance). Governmental organizations are most often in charge of an incident, though in certain circumstances private-sector organizations may be included. Additionally, nongovernmental organizations may be included to provide support.

**Agency Administrator/Executive:** The official responsible for administering policy for an agency or jurisdiction. An Agency Administrator/Executive (or other public official with jurisdictional responsibility for the incident) usually makes the decision to establish an Area Command.

**Agency Dispatch:** The agency or jurisdictional facility from which resources are sent to incidents.

**Agency Representative:** A person assigned by a primary, assisting, or cooperating Federal, State, tribal, or local government agency, or nongovernmental or private organization, that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

**All-Hazards:** Describing an incident, natural or manmade, that warrants action to protect life, property, environment, and public health or safety, and to minimize disruptions of government, social, or economic activities.

**Allocated Resource:** Resource dispatched to an incident.

**Area Command:** An organization established to oversee the management of multiple incidents that are each being handled by a separate Incident Command System organization or to oversee the management of a very large or evolving incident that has multiple Incident Management Teams engaged. An Agency Administrator/Executive or other public official with jurisdictional responsibility for the incident usually makes the decision to establish an Area Command. An Area Command is activated only if necessary, depending on the complexity of the incident and incident management span-of-control considerations.

**Assessment:** The process of acquiring, collecting, processing, examining, analyzing, evaluating, monitoring, and interpreting the data, information,

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**Appendix E. Acronyms and Glossary**

evidence, objects, measurements, images, sound, etc., whether tangible or intangible, to provide a basis for decision making.

**Assigned Resource:** Resource checked in and assigned work tasks on an incident.

**Assignment:** Task given to a personnel resource to perform within a given operational period that is based on operational objectives defined in the Incident Action Plan.

**Assistant:** Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to Unit Leaders.

**Assisting Agency:** An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See Supporting Agency.

**Available Resource:** Resource assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

**Badging:** The assignment of physical incident-specific credentials to establish legitimacy and limit access to various incident sites.

**Branch:** The organizational level having functional or geographical responsibility for major aspects of incident operations. A Branch is organizationally situated between the Section Chief and the Division or Group in the Operations Section, and between the Section and Units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

**Cache:** A predetermined complement of tools, equipment, and/or supplies stored in a designated location, available for incident use.

**Camp:** A geographical site within the general incident area (separate from the Incident Base) that is equipped and staffed to provide sleeping, food, water, and sanitary services to incident personnel.

**Categorizing Resources:** The process of organizing resources by category, kind, and type, including size, capacity, capability, skill, and other characteristics. This makes the resource ordering and dispatch process within and across organizations and agencies, and between governmental and nongovernmental entities, more efficient, and ensures that the resources received are appropriate to their needs.

**Certifying Personnel:** The process of authoritatively attesting that individuals meet professional standards for the training, experience, and performance required for key incident management functions.

**Chain of Command:** The orderly line of authority within the ranks of the incident management organization.

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**Appendix E. Acronyms and Glossary**

**Check-In:** The process through which resources first report to an incident. All responders, regardless of agency affiliation, must report in to receive an assignment in accordance with the procedures established by the Incident Commander.

**Chief:** The Incident Command System title for individuals responsible for management of functional Sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence/Investigations (if established as a separate Section).

**Command:** The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

**Command Staff:** The staff who report directly to the Incident Commander, including the Public Information Officer, Safety Officer, Liaison Officer, and other positions as required. They may have an assistant or assistants, as needed.

**Common Operating Picture:** An overview of an incident by all relevant parties that provides incident information enabling the Incident Commander/Unified Command and any supporting agencies and organizations to make effective, consistent, and timely decisions.

**Common Terminology:** Normally used words and phrases-avoiding the use of different words/phrases for same concepts-to ensure consistency and to allow diverse incident management and support organizations to work together across a wide variety of incident management functions and hazard scenarios.

**Communications:** The process of transmission of information through verbal, written, or symbolic means.

**Communications/Dispatch Center:** Agency or interagency dispatch centers, 911 call centers, emergency control or command dispatch centers, or any naming convention given to the facility and staff that handles emergency calls from the public and communication with emergency management/response personnel. The center can serve as a primary coordination and support element of the Multiagency Coordination System(s) (MACS) for an incident until other elements of the MACS are formally established.

**Complex:** Two or more individual incidents located in the same general area and assigned to a single Incident Commander or to Unified Command.

**Comprehensive Preparedness Guide 101:** A guide designed to assist jurisdictions with developing operations plans. It promotes a common understanding of the fundamentals of planning and decision making to help emergency planners examine a hazard and produce integrated, coordinated, and synchronized plans.

**Continuity of Government:** A coordinated effort within the Federal Government's executive branch to ensure that National Essential Functions

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**Appendix E. Acronyms and Glossary**

continue to be performed during a catastrophic emergency (as defined in National Security Presidential Directive 51/Homeland Security Presidential Directive 20).

**Continuity of Operations:** An effort within individual organizations to ensure that Primary Mission Essential Functions continue to be performed during a wide range of emergencies.

**Cooperating Agency:** An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

**Coordinate:** To advance an analysis and exchange of information systematically among principals who have or may have a need to know certain information to carry out specific incident management responsibilities.

**Corrective Actions:** The implementation of procedures that are based on lessons learned from actual incidents or from training and exercises.

**Credentialing:** The authentication and verification of the certification and identity of designated incident managers and emergency responders.

**Critical Infrastructure:** Assets, systems, and networks, whether physical or virtual, so vital to the United States that the incapacitation or destruction of such assets, systems, or networks would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

**Delegation of Authority:** A statement provided to the Incident Commander by the Agency Executive delegating authority and assigning responsibility. The delegation of authority can include objectives, priorities, expectations, constraints, and other considerations or guidelines, as needed. Many agencies require written delegation of authority to be given to the Incident Commander prior to assuming command on larger incidents. (Also known as Letter of Expectation.)

**Demobilization:** The orderly, safe, and efficient return of an incident resource to its original location and status.

**Department Operations Center (DOC):** An Emergency Operations Center (EOC) specific to a single department or agency. The focus of a DOC is on internal agency incident management and response. DOCs are often linked to and, in most cases, are physically represented in a combined agency EOC by authorized agent(s) for the department or agency.

**Deputy:** A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or to perform a specific task. In some cases a deputy can act as relief for a superior, and therefore must be fully qualified in the position. Deputies generally can be assigned to the Incident Commander, General Staff, and Branch Directors.

**Director:** The Incident Command System title for individuals responsible for supervision of a Branch.

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**Dispatch:** The ordered movement of a resource or resources to an assigned operational mission, or an administrative move from one location to another.

**Division:** The organizational level having responsibility for operations within a defined geographic area. Divisions are established when the number of resources exceeds the manageable span of control of the Section Chief. See Group.

**Emergency:** Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

**Emergency Management Assistance Compact (EMAC):** A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a disaster-affected State can request and receive assistance from other member States quickly and efficiently, resolving two key issues up front: liability and reimbursement.

**Emergency Management/Response Personnel:** Includes Federal, State, territorial, tribal, substate regional, and local governments, NGOs, private sector-organizations, critical infrastructure owners and operators, and all other organizations and individuals who assume an emergency management role. (Also known as emergency responder.)

**Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, medical services), by jurisdiction (e.g., Federal, State, regional, tribal, city, county), or by some combination thereof.

**Emergency Operations Plan:** An ongoing plan for responding to a wide variety of potential hazards.

**Emergency Public Information:** Information that is disseminated primarily in anticipation of or during an emergency. In addition to providing situational information to the public, it frequently provides directive actions required to be taken by the general public.

**Evacuation:** The organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

**Event:** See Planned Event.



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**Federal:** Of or pertaining to the Federal Government of the United States of America.

**Field Operations Guide:** Durable pocket or desk guides that contain essential information required to perform specific assignments or functions.

**Finance/Administration Section:** The Incident Command System Section responsible for all administrative and financial considerations surrounding an incident.

**Function:** The five major activities in the Incident Command System: Command, Operations, Planning, Logistics, and Finance/Administration. A sixth function, Intelligence/Investigations, may be established, if required, to meet incident management needs. The term function is also used when describing the activity involved (e.g., the planning function).

**General Staff:** A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief. An Intelligence/Investigations Chief may be established, if required, to meet incident management needs.

**Group:** An organizational subdivision established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. See Division.

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

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

**Incident Action Plan:** An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

**Incident Base:** The location at which primary Logistics functions for an incident are coordinated and administered. There is only one Base per incident. (Incident name or other designator will be added to the term Base.) The Incident Command Post may be co-located with the Incident Base.

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**Appendix E. Acronyms and Glossary**

**Incident Command:** The Incident Command System organizational element responsible for overall management of the incident and consisting of the Incident Commander (either single or unified command structure) and any assigned supporting staff.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

**Incident Command Post (ICP):** The field location where the primary functions are performed. The ICP may be co-located with the Incident Base or other incident facilities.

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

**Incident Management:** The broad spectrum of activities and organizations providing effective and efficient operations, coordination, and support applied at all levels of government, utilizing both governmental and nongovernmental resources to plan for, respond to, and recover from an incident, regardless of cause, size, or complexity.

**Incident Management Team (IMT):** An Incident Commander and the appropriate Command and General Staff personnel assigned to an incident. The level of training and experience of the IMT members, coupled with the identified formal response requirements and responsibilities of the IMT, are factors in determining "type," or level, of IMT.

**Incident Objectives:** Statements of guidance and direction needed to select appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

**Information Management:** The collection, organization, and control over the structure, processing, and delivery of information from one or more sources and distribution to one or more audiences who have a stake in that information.

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**Integrated Planning System:** A system designed to provide common processes for developing and integrating plans for the Federal Government to establish a comprehensive approach to national planning in accordance with the Homeland Security Management System as outlined in the National Strategy for Homeland Security.

**Intelligence/Investigations:** An organizational subset within ICS. Intelligence gathered within the Intelligence/Investigations function is information that either leads to the detection, prevention, apprehension, and prosecution of criminal activities-or the individual(s) involved-including terrorist incidents or information that leads to determination of the cause of a given incident (regardless of the source) such as public health events or fires with unknown origins. This is different from the normal operational and situational intelligence gathered and reported by the Planning Section.

**Interoperability:** Ability of systems, personnel, and equipment to provide and receive functionality, data, information and/or services to and from other systems, personnel, and equipment, between both public and private agencies, departments, and other organizations, in a manner enabling them to operate effectively together. Allows emergency management/response personnel and their affiliated organizations to communicate within and across agencies and jurisdictions via voice, data, or video-on-demand, in real time, when needed, and when authorized.

**Job Aid:** Checklist or other visual aid intended to ensure that specific steps of completing a task or assignment are accomplished.

**Joint Field Office (JFO):** The primary Federal incident management field structure. The JFO is a temporary Federal facility that provides a central location for the coordination of Federal, State, tribal, and local governments and private-sector and nongovernmental organizations with primary responsibility for response and recovery. The JFO structure is organized, staffed, and managed in a manner consistent with National Incident Management System principles. Although the JFO uses an Incident Command System structure, the JFO does not manage on-scene operations. Instead, the JFO focuses on providing support to on-scene efforts and conducting broader support operations that may extend beyond the incident site.

**Joint Information Center (JIC):** A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media. Public information officials from all participating agencies should co-locate at the JIC.

**Joint Information System (JIS):** A structure that integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, accurate, accessible, timely, and complete information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of

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the Incident Commander (IC); advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

**Jurisdiction:** A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., Federal, State, tribal, local boundary lines) or functional (e.g., law enforcement, public health).

**Jurisdictional Agency:** The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.

**Key Resource:** Any publicly or privately controlled resource essential to the minimal operations of the economy and government.

**Letter of Expectation:** See Delegation of Authority.

**Liaison:** A form of communication for establishing and maintaining mutual understanding and cooperation.

**Liaison Officer:** A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies or organizations.

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

**Logistics:** The process and procedure for providing resources and other services to support incident management.

**Logistics Section:** The Incident Command System Section responsible for providing facilities, services, and material support for the incident.

**Management by Objectives:** A management approach that involves a five-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing overarching incident objectives; developing strategies based on overarching incident objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable tactics or tasks for various incident-management functional activities and directing efforts to attain them, in support of defined strategies; and documenting results to measure performance and facilitate corrective action.

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**Manager:** Individual within an Incident Command System organizational unit who is assigned specific managerial responsibilities (e.g., Staging Area Manager or Camp Manager).

**Mitigation:** Activities providing a critical foundation in the effort to reduce the loss of life and property from natural and/or manmade disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

**Mobilization:** The process and procedures used by all organizations-Federal, State, tribal, and local-for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

**Mobilization Guide:** Reference document used by organizations outlining agreements, processes, and procedures used by all participating agencies/organizations for activating, assembling, and transporting resources.

**Multiagency Coordination (MAC) Group:** A group of administrators or executives, or their appointed representatives, who are typically authorized to commit agency resources and funds. A MAC Group can provide coordinated decision making and resource allocation among cooperating agencies, and may establish the priorities among incidents, harmonize agency policies, and provide strategic guidance and direction to support incident management activities. MAC Groups may also be known as multiagency committees, emergency management committees, or as otherwise defined by the Multiagency Coordination System.

**Multiagency Coordination System (MACS):** A system that provides the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. MACS assist agencies and organizations responding to an incident. The elements of a MACS include facilities, equipment, personnel, procedures, and communications. Two of the most commonly used elements are Emergency Operations Centers and MAC Groups.

**Multijurisdictional Incident:** An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In the Incident Command System, these incidents will be managed under Unified Command.

**Mutual Aid Agreement or Assistance Agreement:** Written or oral agreement between and among agencies/organizations and/or jurisdictions that provides a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during, and/or after an incident.

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**National:** Of a nationwide character, including the Federal, State, tribal, and local aspects of governance and policy.

**National Essential Functions:** A subset of government functions that are necessary to lead and sustain the Nation during a catastrophic emergency and that, therefore, must be supported through continuity of operations and continuity of government capabilities.

**National Incident Management System:** A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

**National Response Framework:** A guide to how the Nation conducts all-hazards response.

**Nongovernmental Organization (NGO):** An entity with an association that is based on interests of its members, individuals, or institutions. It is not created by a government, but it may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross. NGOs, including voluntary and faith-based groups, provide relief services to sustain life, reduce physical and emotional distress, and promote the recovery of disaster victims. Often these groups provide specialized services that help individuals with disabilities. NGOs and voluntary organizations play a major role in assisting emergency managers before, during, and after an emergency.

**Officer:** The Incident Command System title for a person responsible for one of the Command Staff positions of Safety, Liaison, and Public Information.

**Operational Period:** The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually they last 12 to 24 hours.

**Operations Section:** The Incident Command System (ICS) Section responsible for all tactical incident operations and implementation of the Incident Action Plan. In ICS, the Operations Section normally includes subordinate Branches, Divisions, and/or Groups.

**Organization:** Any association or group of persons with like objectives. Examples include, but are not limited to, governmental departments and agencies, nongovernmental organizations, and the private sector.

**Personal Responsibility:** The obligation to be accountable for one's actions.

**Personnel Accountability:** The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that Incident



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Command System principles and processes are functional and that personnel are working within established incident management guidelines.

**Plain Language:** Communication that can be understood by the intended audience and meets the purpose of the communicator. For the purpose of the National Incident Management System, plain language is designed to eliminate or limit the use of codes and acronyms, as appropriate, during incident response involving more than a single agency.

**Planned Event:** A scheduled nonemergency activity (e.g., sporting event, concert, parade, etc.).

**Planning Meeting:** A meeting held as needed before and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the Planning Meeting is a major element in the development of the Incident Action Plan.

**Planning Section:** The Incident Command System Section responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the Incident Action Plan. This Section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

**Portability:** An approach that facilitates the interaction of systems that are normally distinct. Portability of radio technologies, protocols, and frequencies among emergency management/response personnel will allow for the successful and efficient integration, transport, and deployment of communications systems when necessary. Portability includes the standardized assignment of radio channels across jurisdictions, which allows responders to participate in an incident outside their jurisdiction and still use familiar equipment.

**Pre-Positioned Resource:** A resource moved to an area near the expected incident site in response to anticipated resource needs.

**Preparedness:** A continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Within the National Incident Management System, preparedness focuses on the following elements: planning; procedures and protocols; training and exercises; personnel qualification and certification; and equipment certification.

**Preparedness Organization:** An organization that provides coordination for emergency management and incident response activities before a potential incident. These organizations range from groups of individuals to small committees to large standing organizations that represent a wide variety of committees, planning groups, and other organizations (e.g., Citizen Corps, Local Emergency Planning Committees, Critical Infrastructure Sector Coordinating Councils).

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

**Primary Mission Essential Functions:** Government functions that must be performed in order to support or implement the performance of National Essential Functions before, during, and in the aftermath of an emergency.

**Private Sector:** Organizations and individuals that are not part of any governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce, and industry.

**Protocol:** A set of established guidelines for actions (which may be designated by individuals, teams, functions, or capabilities) under various specified conditions.

**Public Information:** Processes, procedures, and systems for communicating timely, accurate, and accessible information on an incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected).

**Public Information Officer:** A member of the Command Staff responsible for interfacing with the public and media and/or with other agencies with incident-related information requirements.

**Publications Management:** Subsystem that manages the development, publication control, publication supply, and distribution of National Incident Management System materials.

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

**Recovery Plan:** A plan developed to restore an affected area or community.

**Reimbursement:** A mechanism to recoup funds expended for incident-specific activities.



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**Resource Management:** A system for identifying available resources at all jurisdictional levels to enable timely, efficient, and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the National Incident Management System includes mutual aid agreements and assistance agreements; the use of special Federal, State, tribal, and local teams; and resource mobilization protocols.

**Resource Tracking:** A standardized, integrated process conducted prior to, during, and after an incident by all emergency management/response personnel and their associated organizations.

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

**Response:** Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**Retrograde:** To return resources back to their original location.

**Safety Officer:** A member of the Command Staff responsible for monitoring incident operations and advising the Incident Commander on all matters relating to operational safety, including the health and safety of emergency responder personnel.

**Section:** The Incident Command System organizational level having responsibility for a major functional area of incident management (e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence/Investigations (if established)). The Section is organizationally situated between the Branch and the Incident Command.

**Single Resource:** An individual, a piece of equipment and its personnel complement, or a crew/team of individuals with an identified work supervisor that can be used on an incident.

**Situation Report:** Confirmed or verified information regarding the specific details relating to an incident.

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**Span of Control:** The number of resources for which a supervisor is responsible, usually expressed as the ratio of supervisors to individuals. (Under the National Incident Management System, an appropriate span of control is between 1:3 and 1:7, with optimal being 1:5, or between 1:8 and 1:10 for many large-scale law enforcement operations.)

**Special Needs Population:** A population whose members may have additional needs before, during, and after an incident in functional areas, including but not limited to: maintaining independence, communication, transportation, supervision, and medical care. Individuals in need of additional response assistance may include those who have disabilities; who live in institutionalized settings; who are elderly; who are children; who are from diverse cultures, who have limited English proficiency, or who are non-English-speaking; or who are transportation disadvantaged.

**Staging Area:** Temporary location for available resources. A Staging Area can be any location in which personnel, supplies, and equipment can be temporarily housed or parked while awaiting operational assignment.

**Standard Operating Guidelines:** A set of instructions having the force of a directive, covering those features of operations which lend themselves to a definite or standardized procedure without loss of effectiveness.

**Standard Operating Procedure:** A complete reference document or an operations manual that provides the purpose, authorities, duration, and details for the preferred method of performing a single function or a number of interrelated functions in a uniform manner.

**State:** When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Status Report:** Information specifically related to the status of resources (e.g., the availability or assignment of resources).

**Strategy:** The general plan or direction selected to accomplish incident objectives.

**Strike Team:** A set number of resources of the same kind and type that have an established minimum number of personnel, common communications, and a leader.

**Sub-state Region:** A grouping of jurisdictions, counties, and/or localities within a State brought together for specified purposes (e.g., homeland security, education, public health), usually containing a governance structure.

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**Supervisor:** The Incident Command System title for an individual responsible for a Division or Group.

**Supporting Agency:** An agency that provides support and/or resource assistance to another agency. See Assisting Agency.

**Supporting Technology:** Any technology that may be used to support the National Incident Management System, such as orthophoto mapping, remote automatic weather stations, infrared technology, or communications.

**System:** Any combination of facilities, equipment, personnel, processes, procedures, and communications integrated for a specific purpose.

**Tactics:** The deployment and directing of resources on an incident to accomplish the objectives designated by strategy.

**Task Force:** Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

**Technical Specialist:** Person with special skills that can be used anywhere within the Incident Command System organization. No minimum qualifications are prescribed, as technical specialists normally perform the same duties during an incident that they perform in their everyday jobs, and they are typically certified in their fields or professions.

**Technology Standards:** Conditions, guidelines, or characteristics that may be required to facilitate the interoperability and compatibility of major systems across jurisdictional, geographic, and functional lines.

**Technology Support:** Assistance that facilitates incident operations and sustains the research and development programs that underpin the long-term investment in the Nation's future incident management capabilities.

**Terrorism:** As defined in the Homeland Security Act of 2002, activity that involves an act that is dangerous to human life or potentially destructive of critical infrastructure or key resources; is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and appears to be intended to intimidate or coerce a civilian population, to influence the policy of a government by intimidation or coercion, or to affect the conduct of a government by mass destruction, assassination, or kidnapping.

**Threat:** Natural or manmade occurrence, individual, entity, or action that has or indicates the potential to harm life, information, operations, the environment, and/or property.

**Tools:** Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

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**Tribal:** Referring to any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Type:** An Incident Command System resource classification that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size, power, capacity, or (in the case of Incident Management Teams) experience and qualifications.

**Unified Approach:** The integration of resource management, communications and information management, and command and management in order to form an effective system.

**Unified Area Command:** Version of command established when incidents under an Area Command are multijurisdictional. See Area Command.

**Unified Command (UC):** An Incident Command System application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior persons from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.

**Unit:** The organizational element with functional responsibility for a specific incident planning, logistics, or finance/administration activity.

**Unit Leader:** The individual in charge of managing Units within an Incident Command System (ICS) functional Section. The Unit can be staffed by a number of support personnel providing a wide range of services. Some of the support positions are pre-established within ICS (e.g., Base/Camp Manager), but many others will be assigned as technical specialists.

**Unity of Command:** An Incident Command System principle stating that each individual involved in incident operations will be assigned to only one supervisor.

**Vital Records:** The essential agency records that are needed to meet operational responsibilities under national security emergencies or other emergency or disaster conditions (emergency operating records), or to protect the legal and financial rights of the government and those affected by government activities (legal and financial rights records).

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**Appendix E. Acronyms and Glossary**

**Volunteer:** For purposes of the National Incident Management System, any individual accepted to perform services by the lead agency (which has authority to accept volunteer services) when the individual performs services without promise, expectation, or receipt of compensation for services performed. See 16 U.S.C. 742f(c) and 29 CFR 553.10

**Source:** <https://nimcast.fema.gov/nimscast/index.jsp>



126 E. Central Avenue  
Sutherlin, OR 97479  
541-459-2856  
Fax: 541-459-9363  
[www.cityofsutherlin.com](http://www.cityofsutherlin.com)

## City of Sutherlin

STAFF REPORT					
<b>Re: Resolution NO. 2019-18 Authorizing a Grant From Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement</b>				Meeting Date:	10-14-2019
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Brian Elliott, Community Development Director</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Resolution No. 2019-18 Authorizing a Grant From Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement and Oregon Parks and Recreation Department (Recreational Trails Program Grant Agreement)					

### WHAT IS BEING ASKED OF COUNCIL?

City Council is being asked to approve Resolution 2019.18 Authorizing a Recreational Trails Program Grant from the Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement.

### EXPLANATION

City of Sutherlin in partnership with Friends of Ford's Pond submitted an application to Oregon Parks and Recreation Department (OPRD) - Recreational Trail Program (RTP) on October 16, 2018. On October 23, 2018 City of Sutherlin was notified by OPRD that we were unsuccessful with our application. On June 17, 2019 City of Sutherlin was notified that Congress recently set an unexpected deadline for states to obligate excess projects funds by September 30, 2019. This applies to the RTP funded program. Oregon Parks and Recreation has excess carryover funds that they needed to obligate, and would not be able to do so for any of the new 2019 proposals. Instead, the Committee and Commission decided to look at funding more of last year's projects to avoid losing funds to the U.S. Treasury.

Ford's Pond was the third project below their funding threshold last year and it was indicated that OPRD should have enough funds our project.

On July 10, 2019 the City of Sutherlin was notified that RTP Committee and OPRD Commission approved the funding for our 2018 project proposal.

The RTP Grant was in the amount of \$243,555.00, with a Grantee Match Participation of \$116,394.60. These funds were approved for Construction of Ford's Pond Community Park Project 1. Project 1 will improve ADA accessibility for approximately 0.8 miles of the existing 1.7 mile shared-use trail, including trailhead parking, Wetland Mitigation, Wayfinding pathway signage, Bonds, Insurance and Contractor fees.

<b>OPTIONS</b>
----------------

Approve Resolution 2019.18 - Authorizing a Recreational Trails Program Grant in the amount of \$243,555.00 from the Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement.

Not Approve Resolution 2019.18 - Authorizing a Recreational Trails Program Grant in the amount of \$243,555.00 from the Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement.

<b>SUGGESTED MOTION(S)</b>
----------------------------

Approve Resolution 2019.18 - Authorizing a Recreational Trials Program Grant in the amount of \$243,555.00 from the Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement.

**RESOLUTION NO. 2019.18**

**A RESOLUTION AUTHORIZING THE CITY OF SUTHERLIN TO ACCEPT A RECREATIONAL TRAILS PROGRAM GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT TO CONSTRUCT FORD'S POND COMMUNITY PARK PROJECT 1 AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE AGREEMENT.**

**WHEREAS**, the City of Sutherlin has applied for a grant from the Oregon Parks and Recreation Department to construct Ford's Pond Community Park Project 1; and

**WHEREAS**, the Oregon Parks and Recreation Department has approved the City of Sutherlin for such Grant; and

**WHEREAS**, the City of Sutherlin hereby accepts the grant of the Oregon Parks and Recreation Department in the amount of \$243,555.00, with a grantee match of \$116,394.60; and

**WHEREAS**, the Sutherlin City Council authorizes City Manager to sign such contract documents on behalf of the City of Sutherlin, as are necessary to complete the acceptance of the grant from the Oregon Parks and Recreation Department; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sutherlin, Oregon hereby designates the City of Sutherlin to partnership with Friends of Ford's Pond to proceed with construction of Ford's Pond Community Park Project 1.

**PASSED BY THE CITY COUNCIL, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**APPROVED BY THE MAYOR, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Todd McKnight, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Harris, CMC, City Recorder



# Oregon Parks and Recreation Department

## Recreational Trails Program Grant Agreement

---

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as "OPRD" or the "State" and the **City of Sutherlin**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** RT18-022

**Project Title:** Ford's Pond Community Park Project 1

**Project Description:** The City of Sutherlin, in partnership with the Friends of Ford's Pond, will improve ADA accessibility for approximately .8 miles of the existing 1.7 mile shared-use trail, including trailhead parking. The Project is further described in the Application included as Attachment B.

**Grant Funds /**

**Maximum Reimbursement:** \$243,555.00 (67.66%)

**Grantee Match Participation:** \$116,394.60 (32.33%)

**Total Project Cost:** \$359,949.60

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at [oprddgrants.org](http://oprddgrants.org). The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. The request must also include documentation for all match expenses, as eligible under the rules, policies, and guidelines for the Recreational Trails Program, which may be found at [www.oregon.gov/oprd/grants/pages/trails\\_more.aspx](http://www.oregon.gov/oprd/grants/pages/trails_more.aspx). Grantee may request reimbursement as often as monthly for costs accrued to date. Once the first payment is made, Grantee must request reimbursement at least every six months.

**State Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to June 30, of each state fiscal year. The State Fiscal Year-End Reimbursement Request must be submitted to OPRD by August 15<sup>th</sup> of each year, 45 days after June 30.

**Reimbursement Terms:** The total project cost is estimated at **\$359,949.60**. Subject to and in accordance with the terms and conditions of this Agreement, OPRD shall provide Grant Funds to Grantee for the project in an amount not to exceed **\$243,555.00** or **67.66** percent of the total eligible project costs, whichever is less, for eligible costs. Grantee shall accept the Grant Funds and provide Match Funds for the Project in an amount not less than **32.33** percent of the total eligible Project Costs. The reimbursement and match percentage rates apply to each individual request for reimbursement.

**Progress Reports:** After OPRD issues the Notice to Proceed, Grantee shall report to OPRD regarding the status and progress of the project on a quarterly basis, as follows:

For the period beginning January 1, ending March 31:	report is due April 30
For the period beginning April 1, ending June 30:	report is due July 31
For the period beginning July 1, ending September 30:	report is due October 31
For the period beginning October 1, ending December 31:	report is due January 31

Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprddgrants.org](http://oprddgrants.org).

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties unless noted otherwise on the Notice to Proceed letter. Unless otherwise terminated or extended, the Project shall be completed by **September 30, 2021**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee. No grant funds shall be available for any expenditures after the Project Completion Date.

**Retention:** OPRD shall disburse up to 75 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 25 percent of the Grant Funds upon approval by OPRD of the completed Project and Final Report.

**Final Report:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date. OPRD may, at its sole discretion, conduct appropriate inspections of the Project within a reasonable time following submission of the Final Report. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

**Publicity:** Grantee shall make every effort to acknowledge and publicize OPRD's participation and assistance with the Project. Grantee agrees to place a sign(s) at the Project location acknowledging program support. Grantee also agrees to maintain the signs throughout the useful life of the Project.

**Agreement Documents:** Included as part of this Agreement are:

- Attachment A: Standard Terms and Conditions
- Attachment B: Project Application including Description and Budget
- Attachment C: Form FHWA-1273
- Attachment D: Federal Requirements
- Attachment E: Insurance Requirements
- Attachment F: Inadvertent Discovery Plan for Cultural Resources

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment D, Attachment C, Attachment E, Attachment F, Attachment B.

**Contractor or Sub-Recipient Determination:** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OPRD's determination is that:

☒ Recipient is a sub-recipient; OR      ☐ Recipient is a contractor

**Federal Award Identification information required by 2 CFR 200.331(a)(1):**

- (i) Subrecipient Name: **City of Sutherlin**
- (ii) Subrecipient DUNS Number: **170148852**
- (iii) Federal Award Identification Number (FAIN): **41RT18022**
- (iv) Federal Award Date: **August 26, 2019**
- (v) Sub-Award Period of Performance Start and End Date: **Date of execution – September 30, 2021**
- (vi) Total Amount of Federal Funds Obligated by this Agreement: **\$243,555.00**
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: **\$243,555.00**
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$243,555.00**
- (ix) Federal Award Project Description: The City of Sutherlin, in partnership with the Friends of Ford's Pond, will improve ADA accessibility for approximately .8 miles of the existing 1.7 mile shared-use trail, including trailhead parking.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - a. Name of Federal awarding agency: **U.S. Department of Transportation Federal Highway Administration**
  - b. Name of pass-through entity: **Oregon Parks and Recreation Department**
  - c. Contact information for awarding official of the pass-through entity: **Lisa Sumption, Director, (503)986-0660**
- (xi) CFDA Number and Name: **20.219, Recreational Trails Program**
- (xii) Is Award Research and Development (R&D): **No**
- (xiii) Indirect cost rate for the Federal Award: **0%**

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator

Brian Elliot  
City of Sutherlin  
126 East Central Ave  
Sutherlin, OR 97479  
541-459-2856  
[b.elliott@ci.sutherlin.or.us](mailto:b.elliott@ci.sutherlin.or.us)

Grantee Billing Contact

Brian Elliot  
City of Sutherlin  
126 East Central Ave  
Sutherlin, OR 97479  
541-459-2856  
[b.elliott@ci.sutherlin.or.us](mailto:b.elliott@ci.sutherlin.or.us)

OPRD Contact

Jodi Bellefeuille, RTP Coordinator  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0716  
[jodi.bellefeuille@oregon.gov](mailto:jodi.bellefeuille@oregon.gov)

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**GRANTEE**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Oregon Department of Justice (ODOJ)** approved  
for legal sufficiency for grants exceeding \$150,000:

*Approved for legal sufficiency by Assistant Attorney  
By: General, Kristen Ennis, by email dated 9/18/2019*  
ODOJ Signature or Authorization

**STATE OF OREGON**

**Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Daniel Killam, Deputy Director of Administration

\_\_\_\_\_  
Date

**APPROVAL RECOMMENDED**

By: \_\_\_\_\_  
Michele Scalise, Interim Manager

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jodi Bellefeuille, RTP Grant Coordinator

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Recreational Trails Program Grant Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, Title 23 U.S.C Section 206, Federal Highway Administration (FHWA) Recreational Trails Program Guidance, FHWA Form-1273 (Attachment C), Oregon's Recreational Trails Program Manual, 2 CFR Part 200, and federal, state, and local program guidelines.
2. **Insurance; and Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that it and each of its subgrantee(s), contractor(s), and subcontractor(s) complies with the insurance requirements provided in Attachment E.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved. The Grantee agrees to allow OPRD, Oregon Secretary of State auditors, the United States Department of Transportation, the Federal Highway Administration and any of their duly authorized representatives access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment is defined as tangible personal property having a useful life of more than one year and per-unit acquisition cost of \$5,000 or more. Equipment purchased with Recreational Trails Program Grant funds must be used as described in the Project Agreement and Application throughout the Equipment's useful life and in accordance with 2 CFR 200.313. The Grantee will maintain Equipment records in compliance with 2 CFR 200.313(d)(1). Within 90 days of purchase the Equipment records must be submitted to OPRD using the "RTP Equipment Record Form", available on the OPRD website. The Grantee will take physical inventory of the Equipment at least every two years and submit the updated Equipment records to OPRD until the Equipment value is below \$5,000 or the Equipment is disposed of. The Grantee will not sell or dispose of the Equipment without prior approval from OPRD and the Federal Highway Administration. This section shall survive termination or expiration of this Agreement.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written preapproval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years

after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

7. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.
8. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
9. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents,

employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

10. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
11. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
12. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
13. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
14. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
16. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective

against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

17. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
18. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

# Ford's Pond Community Park (Project 1) (RTP)

Application #4788 - Grant Application Summary

Manage

Edit 

## Project Information

Project Name

Ford's Pond Community Park (Project 1)

Brief Project Description

The City of Sutherlin, in partnership with the Friends of Ford's Pond, will improve ADA-accessibility for 0.8 miles of the existing 1.7-mile shared-use trail; including trailhead parking.

Project Start Date

03/01/2019

Project End Date

03/01/2021

Site Name

Ford's Pond

Site City/Town/Area

Sutherlin

Site County

Douglas

Site Description

The Ford's Pond Community Park is a 202-acre property located in Sutherlin, one-mile west of Interstate 5. The park has no facilities other than a mowed 1.7-mile hiking trail encircling the 95-acre pond. There are 197 acres outside the city's Urban Growth Boundary (UGB), but remain in city ownership. Approximately 5 acres in the southeast corner of the site adjacent to Church Road are inside the UGB and city limits. This area is planned for the future development of community park components. The park outside city zoning jurisdiction will be developed under Douglas County zoning jurisdiction. The park serves the broader Sutherlin community, as well as outdoor enthusiasts all over the region. The site is identified as Tax Lot 800 in Section 13, and Tax Lot 900 in Section 14, both of Township 25 South, Range 6 West per the Douglas County Assessor's Office. The park is flanked by residential development on the east side, and largely undeveloped county property on the north, south, and west sides. Vehicle access to the site is limited. Church Road provides primary access to the site, and a small dirt patch alongside the road with minimal parking is located at the southeast corner of the future community park site. Pedestrian access currently occurs from Church Road. The south and north sides of the park are bordered by Fort McKay Road to the south and Highway 138 W to the north. The site has two existing access points from Highway 138 W with limited parking available. These roads are connected by Church Road, running north and south. Refer to attachments existing site conditions and analysis, respectively. The pond was created in the 1950's and used for log storage. Starting in 2019, the pond will be used for summer storage (May-November) of the city's Class A treated wastewater.

Site Acreage

202

Latitude

43.392745573013954

Longitude

-123.36205671541393

## Contact Information

Applicant



City of Sutherlin

Applicant Federal Tax Id

93-6002262

Applicant DUNS Number

Project Contact

Brian Elliott

Address

Brian Elliott  
126 E Central Ave.  
Sutherlin, Oregon 97479  
b.elliott@ci.sutherlin.or.us  
541-459-2856

Reimbursement Contact

Brian Elliott

## Financial Information

Requested Amount

\$243,555.00

Match Amount

\$116,394.60

Total Project Cost

\$359,949.60

Grant %

67.66363957620733 %

Match %

32.33636042379267 %

## Project Budget Worksheet

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Demolition/Grading: General and extensive removal of concrete log dump and invasive species; including slope for ADA standards to prepare for the pathway's construction.	1	ea	\$41,891.00	\$41,891.00	\$0.00	\$41,891.00	
Earthwork for primary pathway and parking lot	1	ea	\$75,589.00	\$75,589.00	\$0.00	\$75,589.00	
Restoration/Mitigation of Construction Impacts	1	ea	\$8,724.00	\$8,724.00	\$0.00	\$8,724.00	
Project design, engineering, and permits (13.58% of project budget)	1	ea	\$48,880.00	\$48,880.00	\$0.00	\$48,880.00	

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Construction of pathway (0.8 miles) and parking lot (100' x 100'): geotextile fabric, base (grindings-match), and surface (4-6" depth of 3/4" minus gravel delivered onsite, deployed, and compacted)	1	ea	\$121,880.00	\$121,880.00	\$87,000.00	\$34,880.00	City of Sutherlin in-kind material - asphalt grindings (secured)
Wayfinding pathway signage	5	ea	\$1,000.00	\$5,000.00	\$1,000.00	\$4,000.00	Sutherlin Lions Club (secured)
Indirect Construction costs - General Requirement, Bonds & Insurance, Contractor Fee	1	ea	\$39,591.00	\$39,591.00	\$10,000.00	\$29,591.00	Rotary Club of Sutherlin donation to Friends of Ford's Pond (secured)
Wetland Delineation Study - Pre-agreement expenditure	1	ea	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	Friends of Ford's Pond and City of Sutherlin (completed)
In-kind Volunteer Labor (RFP preparation, contractor interviews, design reviews and consultation, construction monitoring), (2018 Independent Sector Volunteer Rate \$24.69/hr).	300	hr	\$24.69	\$7,407.00	\$7,407.00	\$0.00	Friends of Ford's Pond
In-kind Volunteer Labor (Conduct 2 public meetings to review contractor bids and pathway design before making recommendation to city council), (2018 Independent Sector Volunteer Rate \$24.69/hr).	40	hr	\$24.69	\$987.60	\$987.60	\$0.00	Parks Advisory Committee
Totals				\$359,949.60	\$116,394.60	\$243,555.00	

**Total Project Cost**

\$359,949.60

**Total Match from Sponsor**

\$116,394.60

**Grant Funds Requested**

\$243,555.00

## Supplemental Information

Project Eligibility Category (select primary category)

Construction of new recreational trails

Trail Users - Non-motorized (select all that apply)

ADA|Hiker|Bicycle|Mountain Bike

Trail Users - Motorized (select all that apply)

None

#### SUPPLEMENTAL FINANCIAL INFORMATION

Is a minimum of 5% of your project funding from a non-federal funding source (Yes or No)?

Yes

Are your design, engineering, and/or permitting costs more than 15% of your budget (Yes or No)?

Yes Applicant marked No, system changed to Yes

Do you have the financial capacity to pay for expenses prior to submitting reimbursement requests to OPRD (Yes or No)?

Yes

#### ENVIRONMENTAL - FEDERAL LANDS

Is the project located on Federal Land (Yes or No)? If yes, provide responses to questions in this section.

Yes Applicant marked No, system changed to Yes

Forest Management Plan or BLM Resource Area Management Plan (Title and Date):

N/A

Has a decision been issued as part of the NEPA review process (Yes or No)?

N/A

If yes, list the date and type of document (Decision Memo, finding of no significant impact, Cat-Ex, etc.) and ensure documentation is attached.

N/A

If no, when do you expect the decision?

Has Section 106 review been conducted (Yes or No)?

N/A

If yes, indicate whether SHPO concurrence has been received or whether the activity is covered under the land manager's existing SHPO programmatic agreement.

If no, when will Section 106 review be conducted?

#### ENVIRONMENTAL - NON-FEDERAL LANDS

Is the project located on Non-Federal land (Yes or No)? If yes, provide responses to questions in this section.

Yes

Which agencies have you received consultation forms from?

ODFW (Department of Fish and Wildlife)|DEQ (Department of Environmental Quality)|Other (list below)

If you haven't received a response from an agency(s), list the date of your submittal(s). Also indicate if you've received or are waiting on consultation from any of the optional review agencies.

The city's contractor (Land and Water Environmental Services, Inc.) completed a wetland delineation study of the primary path's planned route. This study has been submitted to the U.S. Army Corps of Engineers (USACE) and Oregon Department of State Lands (ODSL) for approval of the wetland delineation. The USACE and ODSL's final determination is expected in September 2018. According to the study, there will be no wetland impacts for the proposed project. Prior to construction, the city will submit the proposed project to the USACE and ODSL for final review and concurrence regarding no wetland impacts. An Oregon Department of Environmental Quality Stormwater 1200C permit will be applied for by the city after site engineering and design plans have been completed.

If the project has been reviewed by SHPO, enter the SHPO case number here (OPRD will consult with SHPO for projects recommended for funding, early consultation is not required).

No action to date.

## RECENT AWARDS (Criterion #2 - 5 points)

Have you received a RTP grant in the last 10 years (Yes or No)?

Yes

Applicant marked No, system changed to Yes

If yes, provide the RTP grant number(s) or other identifying information.

## ECONOMIC DEVELOPMENT OPPORTUNITIES (Criterion #3 - 5 points)

How will the project facilitate economic development?

The project's location is 1-mile west of I-5 and immediately adjacent to State Highway 138 W. Sutherlin is situated halfway between Seattle and San Francisco, which is a prime location for vacation travelers considering an overnight stay. Creating a year-round ADA-accessible pathway, within the 202-acre park, is likely to generate additional overnight stays at the two local motels for travelers interested in a nearby recreational asset. Also, there are two private RV campgrounds within 1/2-mile of Ford's Pond: Hi-way Haven RV Park (91 sites) and Oak Hills RV Park (41 sites). Likewise, travelers heading to or returning from the coast will find the park an excellent opportunity to take a meal break purchased from a local eatery.

Retirees and people considering relocating to southern Oregon will find the pathway and park a desirable attribute in choosing a location to build or purchase a home, because it is near a recreational asset that is close-to-home.

## PROJECT SCOPE AND PLAN (Criterion #4 - 10 points)

### Scope Overview

What are you proposing to do?

The City of Sutherlin is requesting RTP assistance to begin new development of the Ford's Pond Community Park. The city's goal for this project is to a) improve 0.8 miles of the existing primitive trail to achieve year-round ADA-access, and b) provide ADA-accessible parking.

In accordance with the recently approved master plan, proposed Project 1 construction will include the following items: General area demolition, earthwork, and site preparation for a 0.8-mile long path (10' wide x 4" deep), of compacted gravel; demolition of a derelict concrete log dump structure (100' x 30') and removal of invasive species; creation of trailhead parking (100' x 100') with at least 3 vehicle and 1 van accessible parking spaces; and wayfinding signage constructed by the Sutherlin High School's Career Technical Education (CTE) Program. As part of the city's recently completed resurfacing project for Central Avenue, asphalt grindings are stockpiled onsite and available to be used as the path and parking lot's base material. Refer to additional attachments "Overall site plan" for labeled locations of primary pathway, and concrete log dump to be demolished (north edge of the pond).

What trail standards or guidelines is the project utilizing?

OPRD's SCORP Component "Developing Sustainable Park Systems in Oregon" and the 2010 ADA Standards for Accessible Design

How are you proposing to complete the work?

The first of the master plan's projects, Project 1, is being proposed for this RTP request. To complete Project 1, the city will complete the following "first steps" for development of the path and trailhead parking:

- Pre-construction services will be conducted by the city and its contractor during this project for site design and engineering work, obtaining permits, topographic survey, and geotechnical investigation.
- Construction and development work will be completed by the city's contractor, to prepare the park area for the proposed work.
- Wayfinding signage will be completed by the Sutherlin High School's CTE Program.
- The Friends of Ford's Pond will provide in-kind volunteer labor for RFP preparation, contractor interviews, design reviews and consultation, and construction monitoring.

The city's Parks Advisory Committee will provide in-kind volunteer labor by conducting two public meetings, review contractor bids and pathway design before making an award recommendation to the city council.

- All work will be supervised by staff from the City of Sutherlin's Community Development and Public Works Departments. Refer to additional attachments "Overall site plan," and "Primary pathway and future improvements in SE corner."

As part of the planning process (pre-agreement), the city has already completed the Wetland Delineation Study for the primary path's 1.7-mile planned route and trailhead parking area.

A project timeline has been developed and is attached (refer to RTP Timeline\_Ford's Pond).

Why is the project being completed?

This project is the first critical step towards full implementation of the master plan for Ford's Pond Community Park (refer to Other Attachments). The existing trail is not usable by everyone, especially users with mobility challenges. Making the park accessible to everyone from the very beginning will

ensure users with mobility challenges are not excluded. The existing 1.7-mile trail has sections that are uneven and with slopes greater than 5%. Through the recently completed master planning process, public comments expressed a strong need for a year-round ADA-accessible path encircling the pond. The proposed project will be the first step in meeting that need.

### Project Planning & Readiness to Proceed

What is the current level of design for the project?

Conceptual Design

If Other, explain.

### Construction and Restoration Project

What permits or land use actions are needed for the project (select all that apply)?

Land Use - Type I Review|DEQ 1200c|DSL/Army Corps - Fill/Removal Joint Application

### Acquisition Project

Is your right-of-way file in compliance with the Uniform Act (Yes, No, or N/A)?

N/A

Was the seller provided with documentation outlining their rights that are consistent with the Uniform Act (Yes, No, or N/A)?

N/A

Do you have proof of a willing seller or donor (Yes, No, or N/A)?

N/A

Do you have a completed Yellow Book compliant appraisal (Yes, No, or N/A)?

N/A

Do you have a completed preliminary title report (Yes, No, or N/A)?

N/A

Has a Level 1 or higher environmental assessment been completed (Yes, No, or N/A)?

N/A

Has an offer been made yet (Yes, No, or N/A)?

N/A

### Design, Safety, or Education Projects

Has a scope of work and deliverables been completed (Yes, No, or N/A)?

false

Have you developed a request for proposal or similar bid document for this project (Yes, No, or N/A)?

false

Has a firm been hired or is on retainer (Yes, No, or N/A)?

false

Have you completed any artwork, copy, or curriculum (Yes, No, or N/A)?

false

Do you have a proof of the product (Yes, No, or N/A)?

false

Do you have production ready design, artwork, etc. (Yes, No, or N/A)?

false

## Americans with Disabilities Act (ADA)

Does the project meet ADA accessibility guidelines (Yes or No)?

Yes

## ISSUES AND NEEDS (Criterion #5 - 30 points)

### Statewide Trail Management Issues

Issue 1. Need for more trails connecting towns/ public places.

This project will provide a year-round link to 3 miles of trails outside the city's UGB for visitors and the residents of 400 homes within a 1/2-mile, to enjoy the park's open space. It will also provide access to the park and its 202 acres of open space.

Issue 2. Need for improved trail maintenance.

This project will improve year-round access for city staff and volunteers to provide maintenance of the new pathway. Presently, fall/winter maintenance is limited due to trail sections impacted by seasonal rains.

Issue 3. Need for more trail signs (directional and distance markers, and level of difficulty).

The project will address the priority need for signs and wayfinding displays of different types for visitors to safely and enjoyably pursue their trail experience. These will include location signs that lead visitors to trailheads and parking areas; directional signs along the trail; destination signs upon reaching end points; trail's maximum grade and cross-slope, width, surface, obstacles and length; and regulatory signs that explain the do's and don'ts of the park.

### Regional Trail Management Issues

Dispersed Setting: This project is immediately adjacent to the city's UGB on its west side.

Issue 1. Improved trail maintenance

The project will improve sections of the trail containing vehicle ruts and uneven surfaces due to damage from seasonal rains and allow year-round access for maintenance.

Issue 2. Ability to experience the natural environment

The project will provide ADA-parking spaces and an ADA-accessible path to the 95-acre Ford's Pond. Users will be able to experience the natural environment of the park, such as recreational warm-water fishing, native trees and wildflowers, and birding (186 species observed) that have long been passionate pursuits by locals and visitors alike.

Issue 3. Trail maps at trailheads

This project will address this priority need to help users safely and enjoyably pursue their trail experience. These will include location signs and maps that lead visitors to trailheads and parking areas; directional signs along the trail; and destination signs upon reaching end points.

### Statewide Trail Needs

Need 1. Connecting trails into larger trail systems

This project will provide a connection to 2 miles of secondary trails (non-ADA) stemming from the proposed project's ADA-accessible pathway. The secondary trails access wetlands around the pond and oak savanna woodlands on the hillside. Both this project and its connection to the secondary trails provide access for walking/hiking inside one's community on close-to-home trails.

Need 2. More signs/trail wayfinding.

This project will address the priority need for signs and wayfinding displays of different types for visitors to safely and enjoyably pursue their trail experience. These will include location signs that lead visitors to trailheads and parking areas; directional signs along the trail; destination signs upon reaching end points; trail's maximum grade and cross-slope, width, surface, obstacles and length; and regulatory signs that explain the do's and don'ts of the park.

Need 3. Repair of major trail damage.

The project will improve sections of the trail containing vehicle ruts and uneven surfaces due to damage from major seasonal rains. This project will upgrade the existing trail's condition by creating a year-round ADA-accessible pathway with elevation and drainage.

The Oregon Resident Survey on page 86 in the SCORP priorities are identified for Douglas County and relevant to this RTP application as follows:

- Dirt/other soft surface walking trails and paths (3.8)
- Public access sites to waterways (3.5)
- Nature and wildlife viewing areas (3.4)
- Paved/hard surface walking trails and paths (3.0)

The Public Recreation Provider Identified Need Survey on page 86 in the SCORP priorities are identified for Douglas County and relevant to this RTP grant application as follows:

#### Close-To-Home Priorities

- Community trail systems (3.6)

#### Douglas County Need Priorities (Close-To-Home)

- Public restrooms (3.8)
- Community trail systems (3.7)

#### Douglas County Oregon Resident Survey Priorities

- Dirt/other soft surface walking trails and paths (3.8)
- Public access sites to waterways (3.7)
- Nature and wildlife viewing areas (3.4)
- Paved/hard surface walking trails and paths (3.2)
- Off-street bicycle trails and pathways (3.2)

#### Local Funding Needs

The project satisfies priority funding needs as identified in the Ford's Pond Community Park Master Plan, which was adopted by the Sutherlin City Council on December 11, 2017 (refer to attached master plan). The public was extensively involved in the master planning process as described in the public support section below.

#### DEMONSTRATION OF PUBLIC SUPPORT (Criterion #6 - 5 points)

Have you attached any letters of support for your project (Yes or No)?

Yes

Describe how the trail project results in a well-designed, managed, and sustainable trail system.

The city is committed to utilizing sound construction techniques and using materials that are designed for long-term self-sustaining use and by using on-site materials as much as possible. The proposed project will result in a well designed, managed, and sustainable trail system for Ford's Pond Community Park. The following trail standards will be used to complete the project: OPRD's SCORP Component "Developing Sustainable Park Systems in Oregon" and the 2010 ADA Standards for Accessible Design.

The project will satisfy the SCORP Manual recommendations as identified on pages 115-117:

- The proposed 0.8-mile primary path will be designed using compacted 3/4" minus gravel to greatly reduce surface runoff and erosion. The path's route will be selected after careful review of the wetland delineation map and avoiding sensitive areas.
- The protection of water features, shorelines, and riparian areas will be maintained through purposeful design. The path's route will avoid these sensitive areas. According to data reported on eBird's website, 186 bird species utilize the park area throughout the year (refer to "eBird Word Cloud\_186 species").
- The site contains a wide variety of environmental features, including scenic waterways, wetlands, natural areas, and wildlife habitats. Design concepts and recreational uses proposed were selected based on their full consistency with the site's existing resources. Implementation plans include measures that enhance the health and aesthetics of the site's environmental features. Lastly, the Design Team utilized technical assistance in inventorying the site's existing conditions, and employed that data to best meet the site's future needs.
- The city and Friends of Ford's Pond will partner to provide public recycling containers at all developed park and recreation facilities.
- This project involves the control and management of invasive plants found on the site.

#### SUSTAINABLE TRAIL DESIGN (Criterion #7 - 5 points)

Other than letters of support, how else can you demonstrate public support for the project? Describe any public processes or public meetings that have taken place to receive input and gain support.

The City of Sutherlin has strong public support for this project. Over the past 4 years, several entities have demonstrated their support for this project through:

Creation and operation of the non-profit organization Friends of Ford's Pond (FOFP), which exists to support the shared vision for an open-space, natural community park at Ford's Pond with safe, year-round access. FOFP supporters have exceeded expectations for the park visioning process (<http://fordspond.org>). FOFP was instrumental in helping the city develop this proposal, working closely to assist with needed information for the application, and the city has issued a formal resolution (attached) and Memorandum of Agreement (attached) to work closely with FOFP through this process.

April 24, 2017: Sutherlin City Council Workshop presented by the contractor concerning the master planning process planned through November 2017. The workshop was attended by 14 members of the public.

May 24, 2017: In the first community meeting held on May 24, 2017, the design team provided participants an overview of the site, project goals, and timeline. Participants were then asked to identify opportunities and constraints on the site and provide recommendations in break-out groups under

the categories of passive recreation, active recreation, and natural environment. Twenty-seven community members attended this meeting. Meeting minutes are attached as "Other Attachments."

May – August 2017: An online questionnaire was created and managed using the Qualtrics online survey platform. It was released on May 24, 2017, and remained open through August 31, 2017. Links to the questionnaire were posted to the City of Sutherlin's website, the Friends of Ford's Pond Facebook page, and were distributed locally via QR code postings in public places. Survey questions were directed at identifying preferences for park amenities, and improvements. The questionnaire generated 365 responses. All comments were received outside of the community meetings and hard copy surveys were collected by Friends of Ford's Pond and forwarded to the design team. Survey results revealed the majority of respondents believed the city should consider passive recreation activities at the park, along with basic park amenities such as benches, tables, bathrooms, and a parking lot. The most important features, rated respectively in descending order included: restrooms, walking/hiking trails, vehicle parking, nature trails, park amenities, fishing access, children's play area, bike parking, running trails, and boating access. A complete detailed summary of survey results is attached and was available on the city's website during the master planning process and in Appendix 4 on the master plan.

June – July 2017: Ms. Ana Ramirez and her K-6 Migrant Education Summer Adventures Class used Ford's Pond as the focus of their 3-week program. The class visited, researched, and created presentations on what they would like to see at Ford's Pond. Their speeches on July 12 at Sutherlin's West Intermediate School offered insight from a needed youth perspective. Refer to Appendix 5 from the master plan for students' reports.

July 11, 2017: In addition, a focus group meeting was held on July 11, 2017, that included the following stakeholders: U.S. Fish and Wildlife Service, Oregon Department of Fish and Wildlife, Sutherlin School District, Sutherlin Area Chamber of Commerce, Umpqua Valley Audubon Society, Umpqua Valley Fly-Fishers, Umpqua Community College, and CHI Mercy Health. This meeting focused on recreational opportunities, environmental restoration and enhancement opportunities, and discussion around capital improvement and revenue generation. Meeting minutes are attached as "Other Attachment."

August 18, 2017: The design team attended the Sutherlin Blackberry Festival and partnered with the Friends of Ford's Pond. Together they staffed a booth and encouraged visitors to indicate their preferred design concept, and provide any additional comments or design suggestions. The comments and suggestions were then used to finalize the preferred concept. Meeting minutes are attached as "Other Attachment".

September 11, 2017: Sutherlin City Council Workshop presented by the contractor concerning master planning updates, including public comments and design options. The workshop was attended by 25 members of the public.

September 28, 2017: In the second community meeting held on September 28, 2017, participants were asked to identify their preferred park design concept from three options and confirm program elements. Attendees had the opportunity to ask questions and discuss perceived issues pertaining to the concepts. The Design team used these comments to refine the final concept to best reflect the community's desired outcome. Thirty-five community members attended this meeting. Meeting minutes are attached as "Other Attachment".

November 13, 2017: Sutherlin City Council Workshops presented by the contractor concerning master planning updates, including public comments and design options. The workshop was attended by 28 members of the public.

December 11, 2017: Sutherlin City Council Meeting presented by the contractor concerning final master plan for formal approval. The meeting was attended by 23 members of the public.

Fundraising was conducted by the Friends of Ford's Pond that resulted in donations from local service clubs, local businesses, foundations, and private individuals who support the Ford's Pond Park development. These donations have totaled \$40,000 since 2016.

## TRAIL MAINTENANCE AND MANAGEMENT (Criterion #8 - 10 points)

Does the land manager have permanent staff for ongoing trail operation and maintenance (Yes or No)?

Yes

Does the land manager have dedicated funding for ongoing trail operation and maintenance (Yes or No)?

Yes

**If yes, please identify the number of permanent and seasonal staff**

Permanent Staff

The city has four permanent staff for ongoing trail operation and maintenance.

Seasonal Staff

0

Does the land manager have a resolution of support for long-term maintenance or similar guarantee of financial support (Yes or No)?

Yes. The city council approved Resolution 2018-03 on February 12, 2018 for long-term trail maintenance (refer to attached resolution).



Does the land manager partner with organizations that adopt/assist with trail maintenance (Yes or No)?

Yes. The city partners with the Friends of Ford's Pond to assist with trail maintenance.

If yes, identify those organizations and nature of the partnership(s) (MOU, informal, etc.).

The Friends of Ford's Pond and the city's partnership is facilitated through MOAs and city council resolutions, regarding the planning, development, maintenance and funding for the 202-acre park.

Does the land manager have an adopted trail management plan (Yes or No)?

Yes

If yes, identify the title of the document and when it was adopted by a governing body.

2005 Parks and Open Space Plan

#### PROJECT URGENCY (Criterion #9 - 5 points)

Describe how your project has an urgent need.

This project will provide all users, especially ADA-users, year-round access and enjoyment of this close-to-home recreational asset to sustain a healthy lifestyle. Without this funding, the trail is unusable to all visitors. A secondary urgency is the city's ability to utilize the acquisition cost as match for the OPRD's LGGP to address future phases of the park's development. The eligibility to use the acquisition cost as match expires in 2020 for the LGGP, which will be critical for the next stage of development for the park. Timing is extremely important to get started now with this first project as proposed.

#### YOUTH CONSERVATION CORPS (Criterion #10 - 5 points)

Does your project utilize Youth Conservation Corps, Certified Youth Conservation Corps, or other youth organization to complete the project (Yes or No)?

Yes. Wayfinding signage will be constructed by the Sutherlin High School's Wood Shop Program.

#### MISCELLANEOUS

Does the applying entity or organization own the land that work will be performed on (Yes or No)?

Yes. The city purchased the 202-acre property in August 2014.

If no, describe the land manager's involvement in project planning, project approval, and level of involvement throughout project implementation.

N/A

Are any pre-agreement project planning or environmental costs included in the match (Yes or No)?

Yes. A wetland delineation study (pre-agreement) was completed in April 2018 for \$10,000.

If yes, describe the budget elements and indicate when the pre-agreement work has or will take place.

A Wetland Delineation Study was completed in April 2018 totaling \$10,000.

#### Applicant Certification

As an authorized representative of **City of Sutherlin**, I certify that the applicant agrees that as a condition of receiving **Recreational Trails Grant Program** assistance, it will comply with all applicable local, state and federal laws and regulations.

This application has been prepared with full knowledge of, and in compliance with, the Oregon Parks and Recreation Department's (OPRD) Grants Manual for the Recreational Trails Grant program.

I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with Oregon Parks and Recreation Department by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

**James Houseman, 07/11/2018**

# ATTACHMENT C

## Federal Form FHWA-1273

FHWA-1273 -- Revised May 1, 2012

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## ATTACHMENT D

### Federal Requirements

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation 23 USC 206 and ORS 390.980 which makes funds available for the purposes of the Oregon Recreation Trails System Act. Without limiting the generality of the preceding sentence, Grantee shall, in its performance of its obligations under this Agreement and implementation of the Project, comply with the following laws and regulations:
  - 23 U.S.C. 206 Recreational Trails Program
  - 23 U.S.C. 104 (h), Recreational Trails Program Apportionments
  - 23 U.S.C. 106, Project Approval and Oversight
  - 23 U.S.C. 114, Convict Labor
  - FHWA Recreational Trails Program Guidance: located at [https://www.fhwa.dot.gov/environment/recreational\\_trails/guidance/rtp9908\\_toc.cfm](https://www.fhwa.dot.gov/environment/recreational_trails/guidance/rtp9908_toc.cfm)
  - 40 U.S.C 3141-3148, The Davis-Bacon & Related Acts
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
  - 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, *as supplemented by* 2 CFR Part 1201 for Awards by the U.S. Department of Transportation
  - 2 CFR 1201
  - 23 CFR 1.36, Compliance with other Federal Laws and Regulations
  - 23 CFR 771, Environmental Requirements
  - 23 CFR 635.410 Buy America, as further described below
  - 41 U.S.C. § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
2. **Required Contract Provisions for Federal-Aid Construction Contracts:** Form FHWA-1273 must be physically incorporated in each construction contract funded with Grant Funds provided under this Agreement. The contractor (or subcontractor) must insert Form FHWA-1273 in each subcontract and further require its inclusion in all lower tier subcontracts. See Attachment C: Form FHWA-1273.
3. **Buy America:** 23 CFR 635.410 is applicable to steel, iron and manufactured goods used in a “federal-aid highway construction project” including the Project funded under this Agreement. Based on the definitions of “construction” in 23 U.S.C. 101 and “project”, the Buy America provisions apply to steel and iron permanently incorporated in a project funded by RTP when the total value of these materials exceeds \$2,500. . A certificate of origination and manufacture location of the steel or iron is required to be obtained and retained with the Grantee’s grant records.
4. **Audit Clause:** Subrecipients receiving federal awards in excess of \$750,000 in the Subrecipient’s fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement, shall at Subrecipient’s own expense submit to Agency a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to Agency the annual audit of any subrecipient(s),

contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement.

5. **Debarment and Suspension.** Recipient certifies that it is not listed, and shall not permit any person or entity to be a subcontractor if the person or entity is listed, on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

## ATTACHMENT E

### Insurance Requirements

#### GENERAL.

Grantee shall require in its first tier contracts (for the performance of work on the Project) with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Oregon Parks and Recreation Department ("OPRD"). Grantee shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the contracts permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Grantee permit work under a contract when Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which the Grantee is a party.

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OPRD. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following coverage amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).



**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, OPRD, its officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**“TAIL” COVERAGE.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, either “tail” coverage or continuous “claims made” liability coverage must be maintained, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the contract, for a minimum of 24 months following the later of : (i) the contractor’s completion and Grantee’s acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OPRD may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If OPRD approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days’ written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

## ATTACHMENT F

### Inadvertent Discovery Plan for Cultural Resources

**The Inadvertent Discovery Plan (IDP) should be followed if cultural materials including human remains are encountered during construction.**

#### **Protocol for coordination in the event of inadvertent discovery:**

- ☐ In the event of an inadvertent discovery of possible cultural materials, including human remains, all work will stop immediately in the vicinity of the find. A 30 meter buffer should be placed around the discovery with work being able to proceed outside of this buffered area unless additional cultural materials are encountered.
- ☐ The area will be secured and protected.
- ☐ The project manager/land manager will be notified. The project/land manager will notify the State Historic Preservation Office (SHPO). If possible human remains are encountered, the Oregon State Police, Commission on Indian Services (CIS), SHPO, and appropriate Tribes will also be notified.  
  
Oregon State Police: Chris Allori 503-731-4717  
CIS: Karen Quigley 503- 986-1067  
Appropriate Tribes: As designated by CIS  
SHPO: Dennis Griffin 503-986-0674, John Pouley 503-986-0675, or Matt Diederich 503-986-0577.
- ☐ No work may resume until consultation with the SHPO has occurred and a professional archaeologist is able to assess the discovery.
- ☐ If human remains are encountered, do not disturb them in any way. *Do not call 911*. Do not speak with the media. Secure the location. Do not take Photos. The location should be secured and work will not resume in the area of discovery until all parties involved agree upon a course of action.
- ☐ A professional archaeologist may be needed to assess the discovery and they will consult with SHPO and appropriate Tribal Governments to determine an appropriate course of action.
- ☐ Archaeological excavations may be required. This is handled on a case by case basis by the professional archaeologist and project manager, in consultation with SHPO and appropriate Tribes.

#### **When to stop work:**

Construction work may uncover previously unidentified Native American or Euro-American artifacts. This may occur for a variety of reasons, but may be associated with deeply buried cultural material, access restrictions during project development, or if the area contains impervious surfaces throughout most of the project area which would have prevented standard archaeological site discovery methods.

Work must stop when the following types of artifacts and/or features are encountered:

***Native American artifacts may include (but are not limited to):***

- ☐ Flaked stone tools (arrowheads, knives scrapers etc.);
- ☐ Waste flakes that resulted from the construction of flaked stone tools;
- ☐ Ground stone tools like mortars and pestles;
- ☐ Layers (strata) of discolored earth resulting from fire hearths. May be black, red or mottled brown and often contain discolored cracked rocks or dark soil with broken shell;
- ☐ Human remains;
- ☐ Structural remains- wooden beams, post holes, fish weirs.

***Euro-American artifacts may include (but are not limited to):***

- ☐ Glass (from bottles, vessels, windows etc.);
- ☐ Ceramic (from dinnerware, vessels etc.);
- ☐ Metal (nails, drink/food cans, tobacco tins, industrial parts etc.);
- ☐ Building materials (bricks, shingles etc.);
- ☐ Building remains (foundations, architectural components etc.);
- ☐ Old Wooden Posts, pilings, or planks (these may be encountered above or below water);
- ☐ Remains of ships or sea-going vessels, marine hardware etc.;
- ☐ Old farm equipment may indicate historic resources in the area.
- ☐ Even what looks to be old garbage could very well be an important archaeological resource;

***When in doubt, call it in!***

**Proceeding with Construction**

- ☐ Construction can proceed only after the proper archaeological inspections have occurred and environmental clearances are obtained. This requires close coordination with SHPO and the Tribes.
- ☐ After an inadvertent discovery, some areas may be specified for close monitoring or ‘no work zones.’ Any such areas will be identified by the professional archaeologist to the Project Manager, and appropriate Contractor personnel.
- ☐ In coordination with the SHPO, the Project Manager will verify these identified areas and be sure that the areas are clearly demarcated in the field, as needed.



## City of Sutherlin

STAFF REPORT					
<b>Re: Resolution No. 2019-19 Authorizing a Grant From Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement</b>				Meeting Date:	10-14-2019
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Brian Elliott, Community Development Director</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Resolution No. 2019-19 Authorizing a Grant From Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement and Oregon Parks and Recreation Department-Local Government Grant Program Grant Agreement					
<b>WHAT IS BEING ASKED OF COUNCIL?</b>					

City Council is being asked to approve Resolution 2019.19 Authorizing a Local Government Grant from the Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement.

### EXPLANATION

City of Sutherlin in partnership with Friends of Ford's Pond submitted an application to Oregon Parks and Recreation Department (OPRD)–Local Government Grant Program (LGGP) on June 19, 2019. On September 19, 2019 City of Sutherlin was notified that OPRD Committee approved the funding for our 2019 project proposal.

The LGGP Grant was awarded to the City of Sutherlin in the amount of \$388,531.00, with a Grantee Match Participation of \$390,250.00. These funds were approved for Construction of Ford's Pond Community Park Project 2A (Phase 1). Project 2A (Phase 1) will consist of ADA-accessible parking; add signage, picnic tables, benches, site utilities; and create 900 feet of paved access to the pond perimeter path.

### OPTIONS

Approve Resolution 2019.18 - Authorizing a Local Government Grant in the amount of \$388,531.00 from the Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement.

Not Approve Resolution 2019.18 - Authorizing a Local Government Grant in the amount of \$388,531.00 from the Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement.

<b>SUGGESTED MOTION(S)</b>
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Approve Resolution 2019.18 - Authorizing a Local Government Grant in the amount of \$388,531.00 from the Oregon Parks and Recreation Department and Giving the City Manager the authority to sign the Contract Agreement.

**RESOLUTION NO. 2019.19**

**A RESOLUTION AUTHORIZING THE CITY OF SUTHERLIN TO ACCEPT A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT TO CONSTRUCT FORD'S POND COMMUNITY PARK PROJECT 2A (Phase 1) AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE AGREEMENT.**

**WHEREAS**, the City of Sutherlin has applied for a grant from the Oregon Parks and Recreation Department to construct Ford's Pond Community Park Project 2A (Phase 1); and

**WHEREAS**, the Oregon Parks and Recreation Department has approved the City of Sutherlin for such Grant; and

**WHEREAS**, the City of Sutherlin hereby accepts the grant of the Oregon Parks and Recreation Department in the amount of \$388,531.00, with a grantee match of \$390,250.00; and

**WHEREAS**, the Sutherlin City Council authorizes City Manager to sign such contract documents on behalf of the City of Sutherlin, as are necessary to complete the acceptance of the grant from the Oregon Parks and Recreation Department; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Sutherlin, Oregon hereby designates the City of Sutherlin to partnership with Friends of Ford's Pond to proceed with construction of Ford's Pond Community Park Project 2 (Phase 1).

**PASSED BY THE CITY COUNCIL, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**APPROVED BY THE MAYOR, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Todd McKnight, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Harris, CMC, City Recorder



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

Headquarters - Administration

725 Summer St NE Ste C

Salem, OR 97301-1266

(503) 986-0980

Fax (503) 986-0794

[www.oregonstateparks.org](http://www.oregonstateparks.org)



September 20, 2019

Brian Elliott  
City of Sutherlin  
126 E Central Ave  
Sutherlin, OR 97479

RE: **Project Agreement**  
Local Government Grant Program  
**LG19-005 – Ford's Pond Community Park**

Brian:

Congratulations on your successful application for grant funds for the Ford's Pond Community Park project.

Enclosed you will find two original copies of the **Local Government Grant Program Agreement** between Oregon Parks and Recreation Department (OPRD) and the City of Sutherlin. This agreement must be approved and signed by you or the appropriate representative, and our office, in order to receive grant funds.

Please sign both copies of this agreement and return them both to our office. We will then return a fully signed agreement to you along with a **Notice to Proceed** letter. **Work must not begin until you receive the Notice to Proceed letter and a copy of this agreement, signed by the State. Any work completed prior to receiving the Notice to Proceed is not eligible for reimbursement or as match.**

Timely implementation and completion of this project is extremely important. This project should be completed by **October 31, 2021**. This will ensure continued credibility and success of the Local Government Grant Program by demonstrating effective results to citizens and policy makers.

We encourage you to offer appropriate media opportunities and, when possible, involve your local legislators to help build public awareness of the project's purpose and benefits. Please notify me for any event celebrating your project's completion.

If you have questions or if I can be of any assistance please feel free to contact me at 503-986-0591 or [mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov). Thank you for helping make this valuable investment in Oregon's outdoor recreation.

Sincerely,

Mark Cowan  
Grant Program Coordinator

Enclosures: LGGP Project Agreement (2)



## Oregon Parks and Recreation Department Local Government Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and the **City of Sutherlin**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG19-005

**Project Title:** Ford's Pond Community Park

**Project Type (purpose):** Development

**Project Description:** The project will construct ADA-accessible parking, add signage, picnic tables, benches, site utilities, and create 900 feet of paved access to the pond perimeter path at Ford's Pond Community Park in Sutherlin, Oregon. The Project is further described in the Application included as Attachment B.

### Grant Funds /

**Maximum Reimbursement:** \$ 388,531 (49.89%)

**Grantee Match Participation:** \$ 390,250 (50.11%)

**Total Project Cost:** \$ 778,781

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at [oprddgrants.org](http://oprddgrants.org). The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

**Reimbursement Terms:** Based on the estimated Project Cost of **\$778,781**, and the Grantee's Match participation rate of **50.11%**, **the reimbursement rate will be 49.89%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **49.89%** of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprddgrants.org](http://oprddgrants.org).

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2021**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.



**Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:

Attachment A: Standard Terms and Conditions

Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator

Brian Elliott  
City of Sutherlin  
126 E Central Ave  
Sutherlin, OR 97479  
541-459-2856  
b.elliott@ci.sutherlin.or.us

Grantee Billing Contact

Brian Elliott  
City of Sutherlin  
126 E Central Ave  
Sutherlin, OR 97479  
541-459-2856  
b.elliott@ci.sutherlin.or.us

OPRD Contact

Mark Cowan, Coordinator  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0591  
mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.



**GRANTEE**

**STATE OF OREGON**

**Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Daniel Killam, Deputy Director of Administration

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michele Scalise, Interim Grants Section Manager

**Oregon Department of Justice (ODOJ)** approved  
for legal sufficiency for grants exceeding \$150,000:

\_\_\_\_\_  
Date

By: Kristen Ennis, AAG  
ODOJ Signature or Authorization

\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

by email on September 16, 2019  
Date

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the

conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No

waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Reviewed by ODOJ 9/16/19 MC

# Ford's Pond Community Park: Project 2A (Phase 1) (LGGP)

Application #5215 - Grant Application Summary

Manage

Edit 

## Project Information

### Project Name

Ford's Pond Community Park: Project 2A (Phase 1)

### Brief Project Description

The project will construct ADA-accessible parking; add signage, picnic tables, benches, site utilities; and create 900 feet of paved access to the pond perimeter path at Ford's Pond Community Park in Sutherlin, Oregon.

### Project Start Date

10/16/2019

### Project End Date

10/09/2020

### Site Name

Ford's Pond Community Park

### Site City/Town/Area

Sutherlin

### Site County

Douglas

### Site Description

The park is a 202-acre property located in Sutherlin, one-mile west of Interstate 5 and adjacent to the Coast to Crater Lake Highway (138W). The park has minimal improvements consisting of a mowed 1.7-mile hiking path around the 95-acre pond and a primitive parking area for up to 25 vehicles. Of the park's 202 acres, 197 acres are outside city limits and the Urban Growth Boundary (UGB). The remaining 5 acres in the southeast corner, adjacent to Church Road, are inside city limits and the UGB. The proposed project is primarily within this 5-acre section, but one-half of the connection path's route will be outside city limits and the UGB.

The park is identified as Tax Lot 800 in Section 13, and Tax Lot 900 in Section 14, both of Township 25 South, Range 6 West per the Douglas County Assessor's Office. The park is flanked by residential development on the east side, and largely undeveloped county property on the north, south, and west

sides. Vehicle access to the park is limited. Church Road provides primary access to a primitive parking area overlooking the pond. Pedestrian access currently occurs from Church Road. The property also has two existing access points from Highway 138W with limited parking available. These roads are connected by Church Road, running north and south. Refer to Other Attachment "Existing Site Conditions and Site Analysis." The pond was originally created in the 1950's and was used for log storage. Starting in 2019, the pond will be used for summer storage (May-October) of the city's Class A treated wastewater.

**Site Acreage**

202

**Latitude**

43.39161355538206

**Longitude**

-123.3617091178894

**Contact Information****Applicant**

City of Sutherlin

**Applicant Federal Tax Id**

93-6002262

**Applicant DUNS Number****Project Contact**

James Houseman

**Address**

James Houseman  
P.O. Box 99  
Sutherlin, OR 97479  
jhousemanfofp@gmail.com  
541-680-2841

**Reimbursement Contact**

Brian Elliott

## Financial Information

### Requested Amount

\$388,531.00

### Match Amount

\$390,250.00

### Total Project Cost

\$778,781.00

### Grant %

49.889635211953035 %

### Match %

50.11036478804696 %

## Project Budget Worksheet

Project Budget Worksheet	
Demolition and earthwork for parking lot and connectivity path, site preparation	\$86,776.00
Installation of Site Utilities (Water, Sewer, Electric)	\$135,000.00
Site Furnishings: benches, tables, lighting, signage	\$27,470.00
Construction General Requirements, Bonds and Insurance, and Contractor Fee 7% of construction costs	\$31,535.00
2014 acquisition cost match was updated with a 2018 appraisal; Total land value is \$513,500; 50% match for value of land is \$256,750.	\$256,750.00
Cost to complete the 2018 appraisal for land value (pre-agreement cash match)	\$7,000.00
Cost to complete the 2017 master plan (pre-agreement cash match)	\$10,000.00
Cost to complete the 2018 wetlands delineation study (pre-agreement cash match)	\$10,000.00
Project Management, Project Site Design and Engineering, including Fees & Permits. Cash match commitment from City of Sutherlin: \$50,000	\$85,500.00
Construct asphalt ADA parking area, stormwater bioswale, and 900' asphalt path connecting to pond level. Existing materials (asphalt grindings) are staged for base material. (In-Kind value: \$43,500)	\$115,750.00



**Project Budget Worksheet**

In-Kind Labor for integral project activities	\$8,000.00
In-Kind Labor for integral project activities	\$5,000.00

**Source of Funding Worksheet**

2014 acquisition cost match was updated with a 2018 appraisal; Total land value is \$513,500; 50% match for value of land is \$256,750. (City of Sutherlin)	\$256,750.00
Cost to complete the 2018 appraisal for land value (pre-agreement cash match) (City of Sutherlin and Friends of Ford's Pond)	\$7,000.00
Cost to complete the 2017 master plan (pre-agreement cash match) (Friends of Ford's Pond)	\$10,000.00
Cost to complete the 2018 wetlands delineation study (pre-agreement cash match) (City of Sutherlin and Friends of Ford's Pond)	\$10,000.00
Project Management, Project Site Design and Engineering, including Fees & Permits. Cash match commitment from City of Sutherlin: \$50,000 (City of Sutherlin - Transient Room Tax)	\$50,000.00
Construct asphalt ADA parking area, stormwater bioswale, and 900' asphalt path connecting to pond level. Existing materials (asphalt grindings) are staged for base material. (In-Kind value: \$43,500) (City of Sutherlin)	\$43,500.00
In-Kind Labor for integral project activities (City of Sutherlin)	\$8,000.00
In-Kind Labor for integral project activities (Friends of Ford's Pond)	\$5,000.00

**Total Project Cost**

\$778,781.00

**Total Match from Sponsor**

\$390,250.00

**Grant Funds Requested**

\$388,531.00

**Supplemental Information**

**A. PROJECT NARRATIVE (Please limit each answer to 400 words or less.)**

1. Describe all elements of the project, project objectives, and the need for assistance. Describe who will do the work and who will provide supervision.

**Project Objective:** To construct the first significant improvements for safe access to the park and remove the barriers, which limit use by potential and current visitors. This objective supports the City's Project Goal, to expand outdoor recreational opportunities and improve the quality of life for community residents and visitors to Sutherlin.

**Project Elements:** This funding request aligns with the City of Sutherlin Ford's Pond Community Park Master Plan Project 2A (Phase 1). The project will construct ADA-accessible parking; add lighting, signage, picnic tables, benches, water, sewer, and electric utilities; and create an ADA-compliant (5% grade) 900-foot paved access to the 1.7-mile pond perimeter path at the park. Development will require site preparation, removal of invasive species, construction of an entrance drive from Church Road, and earthwork. Utilities installed will prepare the site for future construction of permanent restrooms. In the interim, the city will provide ADA accessible temporary restrooms at the park, at no cost to this project.

**Need for Assistance:** During the development of the City's Parks and Open Space Plan (2005), the public expressed their desire for a park on the west side of Sutherlin at Ford's Pond. The 202-acre property, purchased by the city in 2015, currently has no facilities and is only accessible by a mowed loop trail around the 95-acre pond. The public's perception is that the park is only for able-bodied persons. According to public input during the master planning process (2017), the park's potential could not be realized due to inaccessibility issues and mobility-challenged persons felt underserved. Residents choose to exercise on the adjacent Fort McKay Road and Highway 138 (heavily used by logging trucks) than risk falling on the uneven, steep path that goes to the pond. The Ford's Pond property is the only park on the west side of Sutherlin, no nearby park facilities are proposed, and no safe places exist to walk or bike away from vehicular traffic.

**Expected Use:** Improvements are expected to result in a significant increase of users to the park and provide multiple benefits. New parking areas will allow for several ADA designated spaces; and an area for larger vehicle or bus parking with a turnaround. Prior to the start of the project, the park will remain open for its current limited use.

Phase 1 is estimated to begin October 15, 2019. The city's contractor will perform the work under the supervision of city staff.

2. Describe any new facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe present development on the site and how the proposed project fits in with future development.

There are currently no facilities or developments on the Ford's Pond property. In accordance with the adopted 2017 master plan, Project 2A (Phase 1) is being proposed. The project will construct ADA-accessible parking; add passive lighting, informational and directional signage, picnic area tables, park benches, and installation of underground utilities. Refer to Site Plan Attachment "Overall Site Plan and SE

### Corner Project Area."

As part of the planning process, a wetlands delineation study (pre-agreement) was completed in October 2018, to identify sensitive habitat to avoid in designing and locating the connectivity path's route. There were no jurisdictional wetlands identified for the proposed project's location. Also, as part of the city's 2018 roads resurfacing project, asphalt grindings were stockpiled onsite. These grindings will be used by the city's contractor as base material for the parking area and path.

The project is located in the southeast corner of the 202-acre property, abutting Church Road with residential neighborhoods to the east. The project site will develop the upper terrace located a few feet below the elevation of Church Road and 45 feet above Ford's Pond.

The city and Friends of Ford's Pond volunteers will work in partnership to assist with the contractor selection process, site-design review, and media outreach. The city will implement all aspects of the project's development. All construction work will be supervised by city staff from the Community Development and Public Works Departments. The city will utilize a force account to track contract and in-kind expenses for reimbursement in accordance with the LGGP manual requirements.

October 16-22, 2019, advertise RFP for design and engineering construction management services

November 11, 2019, present contract to city council for approval

November 12, 2019, award contract to selected engineering firm

February 12, 2020, complete design

February 19, 2020, bid process

March 9, 2020, award contract notice to proceed

April 9, 2020, start construction

October 9, 2020, complete construction

This project sets the foundation for future development identified in the master plan, including ADA-compliant restrooms. Additional projects will complete the ADA-accessible pond perimeter path. Future projects will be pursued through OPRD's RTP and LWCF grant programs. Full implementation of the master plan is identified as a total of 6 projects as shown in Appendix 9 of the attached Ford's Pond Master Plan\_Adopted\_20171211. (Also see Site Plan Attachment "Overall Site Plan and SE Corner Project Area").

### 3. Who and how many people will benefit from this project?

Sutherlin is a growing community, with a population increase of 18% since 2000, from 6,668 to 8,140 residents in 2018. Recent census data reports that 3,263 homes are in the community. As Sutherlin continues to grow, attention to quality of life, including natural resources, open spaces and recreational opportunities are top priorities of the city.

Sutherlin is located in Douglas County, which is reported as one of the unhealthiest counties in Oregon. According to the 2013 Douglas County Community Health Assessment, several key health issues, including diabetes, heart disease, and dementia, could be improved through outdoor recreation, specifically walking. This project can sustain overall, a more active community for all ages and abilities, including residents of the 400 homes within a ½-mile walk of the park.

Using a trail register, the Friends of Fords Pond (FOFP) recorded more than 950 park users in 2015. In 2017, FOFP volunteers attended Placemaking training to understand the needs of potential users in project planning. Since then, FOFP and city outreach efforts have significantly increased the use of the park; FOFP monitors estimate a 10-fold increase in park usage this year. Current users include walkers, fishermen, kayakers, birders, runners, dog-walkers.

The Sutherlin Area Chamber of Commerce desires to create a recreational destination for visitors traveling on Interstate 5. According to ODOT's 2017 Report of Traffic Volume, the annual average daily traffic exiting Interstate 5 at the Sutherlin interchange was determined to be 22,000 vehicles. Of those, 3,400 vehicles continued west one-mile on Highway 138, driving past Ford's Pond. With this project, benefits will expand access for all users, from residents to visitors, including those with mobility challenges. It will also create new opportunities for organized events, with vendors providing food services and recreational rentals.

#### **B. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 points)**

**To what extent does the project address ONE OR MORE of the following FOUR (1-4) priorities identified in the 2013-2017 SCORP?**

1. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply:

a) Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation.

b) If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?

2. NON-MOTORIZED TRAIL CONNECTIVITY. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity?

The city's Transportation System Plan (TSP) and Parks and Open Space Plan (POSP) identify locations adjacent to the Coast to Crater Lake Highway (138W) that could link to Ford's Pond and provide access to this project's improvements (Project 2A) and the future pond perimeter path (Project 1). These future multi-use paths paralleling Highway 138W and Cook Creek could be built to accommodate personal mobility vehicles. An enhanced bicycle network could connect to the future multi-use paths, providing improved bicycle access to Ford's Pond. Refer to Photos Attachments page 3, for the POSP's "Opportunities and Constraints" image.

3. ACTIVE PARTICIPATION projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation?

Recent studies cite the benefits of active outdoor exercise for healthy lifestyles. Often, physicians will recommend or prescribe walking as a treatment for prediabetes or healthy heart. The proposed Phase 1 project improves active participation, by providing accessible parking and a hard surface connection to the pond and perimeter path. Individuals will have better access for soft surface walking and running, and off-street bicycling, which is consistent with the 2013-2017 SCORP for both Statewide and Douglas County needs.

The project will also provide parking and safer access for those using muscle-powered vessels on the pond. In 2018 the city and FOFP successfully petitioned the Oregon State Marine Board for reclassification of Ford's Pond to prohibit vessels propelled by gasoline engines. Refer to Other Attachments "Oregon State Marine Board Administrative Order." Also, refer to Photo attachments (pages 7, 22-24, and 28-29) of people kayaking, fishing, canoeing and hiking.

4. SUSTAINABILITY. To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of the SCORP for sustainability recommendations for land acquisition, new facility development, major rehabilitation, and trail projects.

The Phase 1 project addresses the following sustainability recommendations for OPRD-administered grant programs for new facility development. Refer to Other Attachments "Sustainability Criteria Checklist" from the master plan, including:

- Project protects endangered species: Specifically, protection of the federally endangered rough popcornflower is a high priority for this project. Future projects will include habitat enhancement and planting of seed and propagated plants to increase their population.
- Careful site selection: The Phase 1 site was selected for its close proximity to existing city utilities to reduce ground disturbance. Additionally, the parking area is located adjacent to Church Road, thereby reducing the need to build an access road.
- Project maintains water features: The protection of water features, shorelines, and riparian areas will be maintained through purposeful design. The project's connectivity path will avoid these sensitive areas.
- Project includes the use of solar energy sources: The path will be illuminated with ground level solar trail lights for safety.
- Project utilizes recycled water: This project will include native tree plantings and recycled water for landscape irrigation.
- Project provides public recycling containers: Public recycling containers will be at the project site for convenient use.
- Project involves the control and management of invasive plants. This will involve the control invasive and poisonous plants at the park, such as Himalayan blackberries, Russian knapweed, and tansy ragwort.
- Use of bioswales to handle stormwater run-off: The proposed parking area will incorporate bioswales to pretreat stormwater run-off.

- Appropriate use of pervious surfaces: The proposed connectivity path will be designed using pervious asphalt to reduce surface runoff and erosion.

### C. LOCAL NEEDS AND BENEFITS - SCORP Criteria (0-30 points)

1. Is your project in a CLOSE-TO-HOME area located within an urban growth boundary (UGB), unincorporated community boundary, or in a DISPERSED AREA located outside of these boundaries? Select from DROP-DOWN menu. A map clearly identifying the project location and UGB, or unincorporated community boundary drawn on it, must be uploaded in the attachments section of this application.

CLOSE TO HOME

2. Please identify how the project satisfies county-level needs by using priorities identified in one of the following local public planning processes. See the 2013-17 SCORP Chapter 5, Pgs 86-102 for specific county priorities.

a) Public Recreation Provider Identified Need - Does the project satisfy county-level needs identified by the Public Recreation Provider Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both.

Douglas County Need (Close-to-Home Priorities)

- Community trail systems (3.7)
- Public restroom facilities (3.8)
- Picnicking/day-use facilities (3.6)

b) Oregon Resident Identified Need - Does the priority project satisfy county-level need identified by the Oregon Resident Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county.

Douglas County Oregon (Oregon Resident Survey)

- Dirt/other soft surface walking trails and paths (3.8)
- Public access sites to waterways (3.7)
- Picnic areas and shelters for small visitor groups (3.6)
- Nature and wildlife viewing areas (3.4)
- Paved/hard surface walking trails and paths (3.2)
- Off-street bicycle trails and pathways (3.2)

c) Local Planning -To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)?

This Phase 1 project satisfies priority needs, as identified in the following recent local planning documents:

- Ford's Pond Community Park Master Plan (2017) identified priority needs of the community and documents input from extensive outreach efforts during the master planning process. Refer to Other Attachments.

- City of Sutherlin's adopted Parks and Open Space Plan (2005), identifies the priority need for a park on the west side of Sutherlin at Ford's Pond.
- City of Sutherlin Transportation System Plan (2005) identifies the priority need for connectivity of a future off-street path system, providing improved bicycle and pedestrian access to Ford's Pond.

d) Public Involvement Effort - If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.

From March through November 2017, the city and FOFP conducted a master planning process with the community and a professional landscape architecture & planning firm. Activities included extensive stakeholder outreach, including outreach to residents and park neighbors, volunteer time, surveys, and community awareness campaigns. The effort resulted in the city's adoption of a master plan that reflects Sutherlin residents' needs, priorities, and visions for the Ford's Pond park. Refer to Other Attachments, Ford's Pond Master Plan.

#### **D. LONG TERM COMMITMENT TO MAINTENANCE – SCORP Criteria (0-15 points)**

1. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address funding for on-going operation and maintenance for this project.

As described in the attached resolution (Sutherlin City Council Resolution 2019.07), the City of Sutherlin has committed to dedicate adequate funding for ongoing operations and maintenance of this park. Specifically, the funds will be identified in the City's Public Works Department annual budget, sourced from general revenue.

2. How much do you expect to spend annually or how many staff hours will be needed to maintain the completed project?

The city expects to spend a combined total of \$15,100 annually for maintenance of the facilities identified in this proposal for the upper and middle terraces (Project 2A - LGGP) and the future primary pathway (Project 1 – RTP and LWCF grant programs). The city has estimated 500 hours per year to maintain the park area improvements.

3. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, or signed memoranda of understanding to demonstrate commitment to maintenance.

Since 2014, the city has partnered with FOFP, a local non-profit organization, to assist with volunteer maintenance for the park. This partnership is described in the attached "Friends of Ford's Pond letter of support." Additionally, the attached "Memorandum of Agreement between the City of Sutherlin and the Friends of Ford's Pond" (February 6, 2018) describes FOFP's long-term commitment to assist the city with maintenance and care of the property.

#### **E. UNIVERSAL DESIGN CONCEPTS / INCLUSIVE OUTDOOR RECREATION (0-10 points)**

1. Universal design attempts to meet the needs of all people, and includes those of all ages, physical abilities, sensory abilities and cognitive skills. It includes the use of integrated and mainstream products, environmental features and services, without the need for adaptation or specialized design. Please describe how your project goes beyond the Americans with Disabilities Act (ADA) and strives to incorporate Universal Design concepts.

The proposed project will go beyond the ADA and strive to incorporate Universal Design concepts for recreational opportunities at Ford's Pond. Our main objective for improving access at Ford's Pond is to allow the property to reach its maximum recreational potential as an open space park for all users. This will involve creating a design usable by all people, to the greatest extent possible, without the need for adaptation, separation, or specialized design. Because Ford's Pond is a new park without facilities, all new construction will be incorporating Universal Design concepts to ensure all users of varying abilities are able to use the same facilities.

Often, the Universal Design process leads to the built environment to be more usable by people of all ages, sizes and abilities at little or no additional cost. In meeting our objective, emphasis will be placed on ensuring that persons with disabilities will be able to use the facilities alongside other visitors, to the greatest extent reasonable, knowing that when these facilities are "universally designed," accessibility is generally enhanced for everyone. For example, the 5% grade needed for wheelchair users is also often needed for people pushing strollers, cardiac/respiratory compromised individuals, those dealing with permanent or temporary injuries, people with balance issues, and other "invisible" disabilities. These needs may be overlooked when identifying user groups, yet these groups are exactly who we are targeting to create access to Ford's Pond. For this project, in addition to ADA-accessible paths and parking, picnic tables and benches will be designed and arranged to allow for use by all ages, sizes, and abilities-often seen in family outings.

## **F. COMMUNITY SUPPORT (0-5 points)**

1. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application.

This project has received widespread community support since planning began in 2016. From March through November 2017, the city and FOFP utilized extensive public outreach, including an online survey, community visioning meetings, presentations to local civic organizations, and annual community events. Support for Phase 1 is demonstrated with the following documentation, which is included with this funding request as follows:

- Letters of support from Sutherlin School District, Umpqua Valley Audubon Society, Umpqua Valley Fly-Fishers, Sutherlin Lions Club, and Friends of Ford's Pond.
- Online survey results of the Public Survey of Park Program Options.
- Master planning community meeting notes
- Sutherlin Area Chamber of Commerce demonstrated their support for the park's development in their 2016 and 2017 magazine issues.
- Students from Sutherlin High School's Curriculum Technical Education Program will build the information board for the parking area and wayfinding signage on the connection pathway.

## **G. FINANCIAL COMMITMENT (0-10 points)**



1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project.

- The city updated its acquisition cost match by hiring a contractor to complete a 2018 appraisal; Total land value is \$513,500; 50% match for value of land for this project is \$256,750.
- The cost to complete the 2018 appraisal for land value was paid for by the city and FOFP together (Total \$7,000).
- \$10,000 of the cost (total \$50,000) to complete the 2017 master plan was paid for by a grant from The Ford Family Foundation to FOFP.
- The cost to complete the 2018 wetlands delineation study was paid for by the city and FOFP together (\$10,000).
- As part of the city's 2018 roads resurfacing project, asphalt grindings were stockpiled onsite. These grindings will be used by the city's contractor as base material for the parking area and connection path.

Total Match Commitment: \$390,250

2. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured?

The city has developed strong partnerships for this project. Over the past 5 years, several entities have demonstrated their support for this project as follows:

- Friends of Ford's Pond (FOFP), a non-profit organization, was established to support the shared vision for the Ford's Pond park. The 9-member board includes volunteers with professional backgrounds from private business, government service, and other non-profit organizations. Over the past 5 years, the FOFP board has proved its integrity to perform a supporting role to the city in all of its efforts to develop the park.
- FOFP supporters have exceeded expectations for the park visioning process (<http://fordspond.org>). FOFP was instrumental in helping the city develop this proposal, and the city has issued a formal resolution and Memorandum of Agreement to work closely with FOFP through this process. FOFP has conducted fundraising for the project and has committed to provide volunteers and funding for maintenance of the park. Refer to attached Letter of Support and MOA.
- Sutherlin Area Chamber of Commerce demonstrated their strong support by donating funds for the 2018 wetlands delineation study and convincing the city to commit \$50,000 for this project.
- The Sutherlin Lions Club is comprised of senior leaders from the community that support a variety of projects, including raising funding for the project and providing a letter of support.
- The Ford Family Foundation supports recreational opportunities in the county and is a supporter of this project by contributing funding for the master plan.
- Cow Creek Umpqua Indian Tribe supports projects of importance to their members and the community; the tribe's board of directors contributed funding for the master plan.
- Umpqua Valley Audubon Society was an early supporter of the project, which is important to their members due to the outstanding habitat for the 187 bird species at the park; they provided funding for 3 dog-waste dispensers on the pond perimeter path, and a letter of support to provide future public events.

- Umpqua Valley Fly-Fishers provided a letter of support to provide free fishing education at future park events.

### 3. To what extent has funding been secured to complete the project?

- Base materials (asphalt grindings) are ready for use onsite with an in-kind value of \$43,500.
- City of Sutherlin: Transient Room Tax funding of \$50,000 has been committed, at the request of the Sutherlin Area Chamber of Commerce, for cash match to the project upon successful award.
- The acquisition cost match of the land value is documented and supported by the completion of the 2018 appraisal; \$256,750 (50% of value).
- The city and FOFP paid for an updated land appraisal in 2018, which cost \$7,000.
- The city completed the master plan in 2017, and \$10,000 was provided by FOFP.
- The wetlands delineation study was completed by the city and FOFP in 2018, at a cost of \$10,000.
- In-kind labor integral to this project has been committed by the city (staff) and FOFP (volunteers), which is valued at \$13,000.

This match commitment represents \$390,250 a 50.11% match to the total project cost of \$778,781.

## H. ACCESSIBILITY COMPLIANCE

### 1. Does your agency have a board or city council adopted/approved ADA Transition Plan?

The City of Sutherlin has a self-certification process for ADA compliance.

### 2. How will your proposed project meet current ADA accessibility standards? Will this project involve consultation with building officials, contractors or companies required to know and apply ADA requirements?

This master plan identifies the connectivity path's design and will provide ADA-accessible routes to key features of the park. The parking area and connection path will provide access for walkers, runners, pedestrians, bicyclists, and visitors on personal mobility vehicles. The city will hire a qualified design team and contractor to implement the ADA-compliant parking area, site furnishings, and connectivity path.

### 3. If the answers to questions 1. & 2. are no, the applicant should conduct an ADA Site Evaluation for the project. An ADA Site Evaluation should identify and propose how to fix problems that prevent people with disabilities from gaining equal access to sites and activities. To review and access ADA evaluation tools, see the ADA Resources included with this Application. Has an ADA Site Evaluation been completed for this project?

N/A

## I. READINESS TO PROCEED

### 1. Have you submitted a signed Land Use Compatibility Statement with this application?

Yes, refer to the attached Land Use Compatibility Statement.

### 2. Have you submitted construction or concept plans with this application?

Yes, concept drawings are included in the attached "Overall Site Plan and SE Corner Project Area" from the master plan.

3. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits.

No permit applications are pending at this time. A wetlands delineation study was completed in October 2018, which resulted in no jurisdictional wetlands for the proposed project's location. The following permits will be applied for by the city and/or its contractor after site engineering and design plans have been completed:

- 1) Oregon Department of Environmental Quality Stormwater 1200C permit
- 2) City of Sutherlin and Douglas County conditional use permits

4. If this project is selected for funding, what will be the next step in the process? E.g. pursue construction drawings, apply for permits, solicit bids, etc.

If this Phase 1 project is selected for funding, the next step will be for the city to hire the project manager to oversee and coordinate the project activities.

## J. ACTIVE AND PAST GRANTS PERFORMANCE

1. Describe your performance and compliance with all active and past OPRD grant awards.

The city has the capacity to successfully manage this grant with qualified staff who have professional skills and reliable resources. The city has been awarded and has successfully completed the following OPRD grants:

LG16-034 - Fords Pond Community Park Master Plan, 2016, \$40,000  
OP1293 - Hartley Park Tennis Courts, 1982, \$10,500  
OP888 - Hartley Park - Phase I, 1975, \$15,883  
OP758 - Central Park Multi-Purpose Court, 1974, \$12,012

## Applicant Certification

As an authorized representative of **City of Sutherlin**, I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program.

I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

**James Houseman, 04/16/2019**

▼ 29 Files

1 Comment

The State Agency Review from ODOT expresses concern over possible future road widening projects on Hwy 138 to the North, and SW Church Rd to the East, and how those projects might affect Ford's Pond park property. The City of Sutherlin has planned for an extra buffer strip between any development projects in Ford's Pond Park and the bordering road ROW's. MCowan	05-06-2019	mark.cowan@oregon.gov
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▼ 11 Logged Events



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)



August 6, 2019

Mr. Mark Cowan  
Oregon Parks and Recreation Department  
725 Summer St NE STE C  
Salem, OR 97301

RE: SHPO Case No. 19-1103

OPRD Grant ID 5215, City of Southerline Ford's Pond Community Park: Project 2A (Phase 1)

Parking and paved access, signage, tables, benches, utilities, .7 mile gravel path

382 Church Road (25S 6W 13), Sutherlin, Douglas County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA  
State Archaeologist  
(503) 986-0674  
[dennis.griffin@oregon.gov](mailto:dennis.griffin@oregon.gov)

## **Inadvertent Discovery Plan for Cultural Resources**

Oregon Parks and Recreation Department • Local Government Grant Program

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**The Inadvertent Discovery Plan (IDP) should be followed if cultural materials, including human remains, are encountered during construction.**

### **Protocol for coordination in the event of inadvertent discovery:**

- In the event of an inadvertent discovery of possible cultural materials, including human remains, all work will stop immediately in the vicinity of the find. A 30 meter buffer should be placed around the discovery with work being able to proceed outside of this buffered area unless additional cultural materials are encountered.
- The area will be secured and protected.
- The project manager/land manager will be notified. The project/land manager will notify the State Historic Preservation Office (SHPO). If possible human remains are encountered, the Oregon State Police, Commission on Indian Services (CIS), SHPO, and appropriate Tribes will also be notified.
  - **Oregon State Police:** ..... Chris Allori 503-731-4717
  - **CIS:** ..... Karen Quigley 503- 986-1067
  - **Appropriate Tribes:** .... As designated by CIS
  - **SHPO:** ..... Dennis Griffin 503-986-0674 or John Pouley 503-986-0675.
- No work may resume until consultation with the SHPO has occurred and a professional archaeologist is able to assess the discovery.
- If human remains are encountered, do not disturb them in any way. *Do not call 911.* Do not speak with the media. Secure the location. Do not take Photos. The location should be secured and work will not resume in the area of discovery until all parties involved agree upon a course of action.
- A professional archaeologist may be needed to assess the discovery and they will consult with SHPO and appropriate Tribal Governments to determine an appropriate course of action.
- Archaeological excavations may be required. This is handled on a case by case basis by the professional archaeologist and project manager, in consultation with SHPO and appropriate Tribes.

### **When to stop work:**

Construction work may uncover previously unidentified Native American or Euro-American artifacts. This may occur for a variety of reasons, but may be associated with deeply buried cultural material, access restrictions during project development, or if the area contains impervious surfaces throughout most of the project area which would have prevented standard archaeological site discovery methods.

## **Inadvertent Discovery Plan for Cultural Resources – Page 2**

Work must stop when the following types of artifacts and/or features are encountered:

### ***Native American artifacts may include (but are not limited to):***

- Flaked stone tools (arrowheads, knives scrapers etc.)
- Waste flakes that resulted from the construction of flaked stone tools
- Ground stone tools like mortars and pestles
- Layers (strata) of discolored earth resulting from fire hearths. May be black, red or mottled brown and often contain discolored cracked rocks or dark soil with broken shell
- Human remains
- Structural remains- wooden beams, post holes, fish weirs.

### ***Euro-American artifacts may include (but are not limited to):***

- Glass (from bottles, vessels, windows, etc.)
- Ceramic (from dinnerware, vessels, etc.)
- Metal (nails, drink/food cans, tobacco tins, industrial parts, etc.)
- Building materials (bricks, shingles, etc.)
- Building remains (foundations, architectural components, etc.)
- Old Wooden Posts, pilings, or planks (these may be encountered above or below water)
- Remains of ships or sea-going vessels, marine hardware, etc.
- Old farm equipment may indicate historic resources in the area
- Even what looks to be old garbage could very well be an important archaeological resource.

***When in doubt, call it in!***

## **Proceeding with Construction**

- Construction can proceed only after the proper archaeological inspections have occurred and environmental clearances are obtained. This requires close coordination with SHPO and the Tribes.
- After an inadvertent discovery, some areas may be specified for close monitoring or ‘no work zones.’
- Any such areas will be identified by the professional archaeologist to the Project Manager, and appropriate Contractor personnel.
- In coordination with the SHPO, the Project Manager will verify these identified areas and be sure that the areas are clearly demarcated in the field, as needed.





## Request for Reimbursement Guide

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All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with [OPRDgrants.org](http://OPRDgrants.org) is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > [oprldgrants.org](http://oprldgrants.org)
- > Grant Programs
- > Local Government
- > Application and Forms
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- ☐ **Progress Report**
- ☐ **Project Bills / Invoices**
- ☐ **Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- ☐ **Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- ☐ **Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan

Grant Program Coordinator

[mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov)

503-986-0591

[www.ore.gov/OPRD/GRANTS/index.shtml](http://www.ore.gov/OPRD/GRANTS/index.shtml)

9.4.18





## City of Sutherlin

STAFF REPORT					
<b>Re: Ford's Pond Wetland and Mitigation Proposal Agreement Award</b>				Meeting Date:	10-14-2019
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Brian Elliott, Community Development Director</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Ford's Pond Wetland & Mitigation Proposal Agreement Wetlands and Wildlife LLC					

### WHAT IS BEING ASKED OF COUNCIL?

Council is being asked to award the proposal agreement to Wetlands and Wildlife LLC in the amount of \$29,335.00 for Ford's Pond Wetlands and Mitigation Services.

### EXPLANATION

Ford's Pond Community Park Project 1 identified roughly 0.7 acres of wetlands that will need to be delineated for the walking path on the south side of Ford's Pond. The scope of work consists of Data Collection, Wetland Delineation Report, Wetland Delineation concurrence, Permit Application and a Mitigation Site Plan.

City Staff received two proposals, with Wetland and Wildlife LLC submittal being the lowest submittal.

Staff and Friends of Ford's Pond recommend awarding the Proposal Agreement to Wetlands and Wildlife LLC for the wetland services as identified in the Proposal Agreement in the amount of \$29,335.00

### OPTIONS

Award the proposal agreement to Wetlands and Wildlife LLC for \$29,335.00  
Not award proposal agreement to Wetlands and Wildlife LLC for \$29,335.00

### SUGGESTED MOTION(S)

1. Motion to award the Ford's Pond Wetlands and Mitigation Proposal Agreement to Wetlands and Wildlife LLC in the amount of \$29,335.00.
2. Motion not to award the Ford's Pond Wetlands and Mitigation Proposal Agreement to Wetlands and Wildlife LLC in the amount of \$29,335.00

## SERVICES PROPOSAL / AGREEMENT

August 12, 2019

Rev1 September 18, 2019

Brian Elliott  
Community Development Director  
City of Sutherlin  
126 E. Central Avenue  
Sutherlin, OR 97479  
541-459-2856  
b.elliott@ci.sutherlin.or.us

Friends of Fords Pond  
Jim Houseman, President  
Friends of Ford's Pond  
PO Box 99  
Sutherlin, Oregon 97479

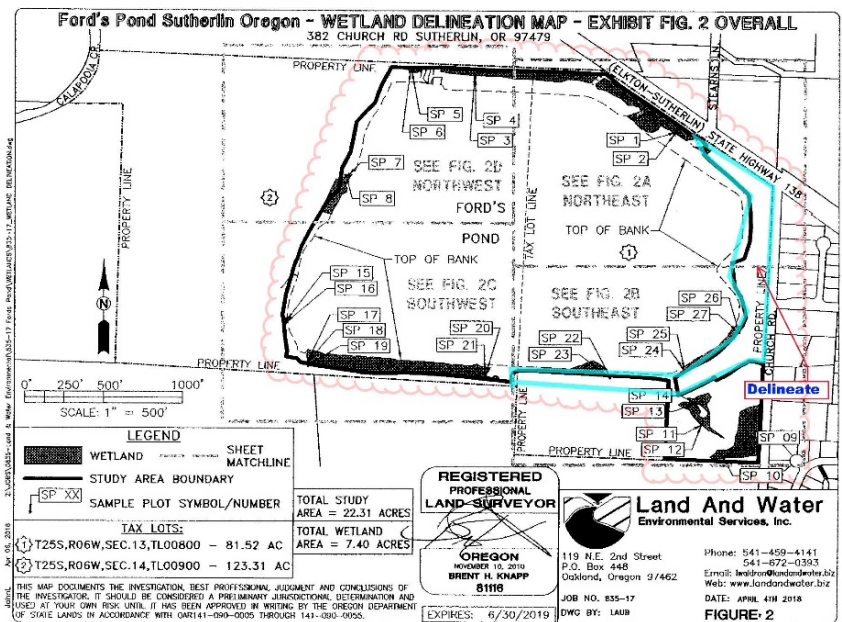
Dear Mr. Elliot and Mr. Houseman,

Thank you for contacting Wetlands and Wildlife LLC regarding wetland services for property located in Sutherlin, OR. We will work closely with you throughout the process. I believe you will find us to be very flexible and responsive, with project objectives foremost in our mind.

Itemized below is an outline of the initial services we propose to provide in assisting you with your wetland concerns.

### Understanding

We have provided a list of tasks and a cost estimate for a wetland delineation through agency concurrence, with the understanding that the discovery of wetlands which are more extensive than expected may change the scope of work you desire. Permit production cost will depend on the amount of wetland impact and type of mitigation proposed. We are proposing onsite mitigation and have included an estimate for the permit production and submittal. Cost estimate doesn't include requests from agencies for additional information. The figure at the right shows the new delineation needs outlined in light blue and a light red cloud is drawn around the approximate project area for the trail system and associated parking, boat launch etc.



## Wetlands and Wildlife LLC

Tel 541.214.6051

P.O. Box 50878  
Eugene, OR 97405

www.wetlandsandwildlifeLLC.com  
brian@wetlandsandwildlifeLLC.com



**PLEASE DO NOT ALTER THE SITE EXCEPT AS NOTED BELOW** (e.g. mowing, filling, etc.). Such activities could impact our ability to accurately confirm conditions and complicate the receipt of agency concurrence. This proposal doesn't cover facilitating agency review of preexisting wetland impacts from the standpoint of enforcement actions, although we do facilitate that process if necessary. Please inquire for an estimate relating to these circumstances if they exist.

## **Services**

### **TASK 1 – DATA COLLECTION**

- 1.01 Collect Agency Data.
  - a. Review the most recent delineation information prepared by Land and Water to expedite the delineation production. We currently have this information in hand and will be using data from this report for efficient processing.
  - b. Access Federal websites (COE, USFWS, and NRCS) and obtain data.
- 1.02 Collect Site Data.
  - a. Compile data related to current conditions (air photos, tax lot maps).
  - b. Visit the site, collect field data (vegetation, soils, hydrology, and GPS survey), temporarily flag sampling points, and confirm wetland boundaries.
- 1.03 Advise client regarding removal-fill process initiation based on current conditions. If the site is suitable, continue to remaining tasks.

### **TASK 2 – WETLAND DELINEATION REPORT**

- 2.01 Utilize the results of Task 1 and generate a wetland delineation report, including any additional field work, copies of our field analysis and a to-scale site drawing with sampling points with a preliminary wetland boundary.
- 2.02 Review the results of this work with you, discuss next steps.
- 2.03 Finalize and submit the wetland delineation document to the Department of State Lands and Army Corps of Engineers for concurrence. Notify you to pay any applicable review fees with DSL.

### **TASK 3 – WETLAND DELINEATION CONCURRENCE**

Concurrence includes submittal of the delineation report to the Oregon Department of State Lands (DSL), establishing communication with them, providing supplemental information if requested and

*Certified Professional Wetland Scientist (PWS).*

*Wetlands and Wildlife LLC possess expertise in biology, botany and all things wetlands. With over 20 years' experience assisting clients with wetland and wildlife- related needs, Wetlands and Wildlife LLC has developed an outstanding relationship with agency decision makers.*

procuring a concurrence letter, stating that they approve (concur with) the results of the delineation. With a Letter of Concurrence in hand, the delineation is valid for 5 years from the concurrence date.

### **TASK 4 – JOINT PERMIT APPLICATION**

Wetlands and Wildlife LLC will produce the wetland removal/fill permit with input/assistance from the client, client engineer(s) and agency staff. Client will provide a digital site plan using surveyor, engineer or other qualified personnel. The clients engineer will produce stormwater management plans and help coordinate with Wetlands and Wildlife LLC and permitting agency staff. Engineering and surveyor costs are not included in this estimate (A surveyor will not be specifically required for the delineation or permit application). A wetland mitigation plan will be produced to document project impacts will be mitigated. Since onsite wetland mitigation is the applicant's current preference, an assessment (ORWAP) of the functions and values of the impacted wetlands will be performed during the wetland delineation. The mitigation plan will need to document the proposed function/value lifts obtained by onsite wetland mitigation can adequately offset the functions and values lost due to proposed wetland impacts.

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The need for a stormwater management plan for Department of Environmental Quality 401 certification is known. This requirement and the associated DEQ review cost are dependent on the type of Army Corps permit which will accommodate the proposed impact. It is important that the client understands the potential needs for this project which may follow from federal or state permit review. Please note that other costs may arise from federal or state requirements which aren't covered by this proposal, nor are they known factors until after submittal. Contact us to provide an explanation of other potential costs. Task 4 covers an initial submittal to the agencies and doesn't cover resubmittals or supplements.

#### Task 4b-Onsite Wetland Mitigation Construction Monitoring

We will monitor key activities related to grading and planting. This typically includes a site visit to meet and discuss the mitigation plan, a site visit to confirm appropriate grading and a visit to confirm proposed planting/seeding/weeding has been performed as needed. An as-built with permanent fixed wetland monitoring points will be created after grading. We are available to help obtain contractors to perform any necessary grading, planting, fencing and signage although we don't guarantee outside contractor availability. A recommendation is to utilize local volunteers as way to assure corrections can be made throughout the 5-year monitoring period to allow mitigation criteria success.

#### Task 5-Wetland Mitigation Monitoring (5yrs)

Wetlands and Wildlife LLC will use the approved wetland mitigation plan success criteria and report the yearly conditions to DSL and ACOE within annual reports. Reports will have recommendations to remedy any criteria metric shortfalls and the applicant is responsible for implementing recommended actions after DSL/ACOE report review.

#### **Estimated Fee For Wetlands and Wildlife LLC Services**

Wetlands and Wildlife LLC proposes to provide the services outlined above, excluding subconsultants and reimbursable expenses, on a *time and materials basis*. Hourly rates are \$110/hr. Fees and expense examples include, but are not limited to, mileage (federal rate), lodging (actual cost), and supplies (actual cost). Occasionally, equipment rental may be necessary to excavate soil pits (not expected). To aid in overall project budgeting, the following estimate is provided. For this project, there are no subconsultants or lodging needs expected, although lodging may be used if project costs are not affected (e.g. driving and mileage are more than a hotel/motel).

Task 0 – Project Management, Quality Control	\$1,200
Task 1 – Data Collection	\$1,400
Task 2 – Wetland Delineation Report	\$2,850
Task 3 – Wetland Delineation Report Concurrence	\$285
Task 4- Joint Permit Application (Submittal #1)	\$9,800
TASK 4b-Onsite Wetland Mitigation Construction Monitoring	\$4,800
Task 5-Wetland Mitigation Monitoring (5yrs @\$1,600/yr)	\$8,000
GPS Rental (10 half days @ \$100/half day)	\$1,000
<b>Total =</b>	<b>\$29,335.</b>

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### **Additional Costs**

Outside of the fee listed above, there are other estimated costs which can be anticipated based on experience. The work of other consultants such as stormwater engineers is very dependent on who you hire. The list below is not comprehensive of every permit review and agencies can require additional studies if their review require additional details (call to discuss).

DEPARTMENT OF STATE LANDS-Anticipate less than \$1000. for the permit application review fee.

DEPARTMENT OF ENVIRONMENTAL QUALITY- Anticipate \$1,200 review fee for the project (Tier 1). There are circumstances where you might fall into their higher tier fee of \$4,390 (Tier 2a), although this would be very unlikely based on the project scope.

STORMWATER MANAGEMENT PLAN- Documenting stormwater treatment for the 401 certification will need to include treatment of all new impervious surfaces, although the scope of a stormwater management plan for a Nationwide 42 will be less rigorous than for a project outside the Nationwide review. See below.

ARMY CORPS PROCESSING: Depending on the final impact proposed for the site, Nationwide 42 may not cover this project, which will trigger standard permit processes which will lengthen the Corps review timeline. The applicant is strongly encouraged to reduce all impacts to a half acre or less to meet the basic acreage threshold of Nationwide 42 (0.5 acres).

### **Estimated Timeline**

Many tasks are at least somewhat dependent on other people and review processes and are outside of our control. Nonetheless, experience can provide a certain amount of consistent feedback as to actual timelines. The anticipated start date for this project is December 10<sup>th</sup>, 2019. At that time, it typically takes 2-3 weeks to produce wetland delineation documents. Permitting materials typically take an additional two weeks to complete and may take longer depending on the engineering materials production timeline. The review timeline for the process is dependent on the final impact scope. Within the scope of a streamlined DSL and ACOE permit, anticipate at least 60 days. Although not anticipated, a permit which gets bumped out to a standard review due to impact thresholds, anticipate at least 6 months for agency review. Impacts of more than 0.5 acres will typically bump the applicant into the more lengthy timeline of an Individual Permit.

### **Commencement of Services**

We can commence the services outlined herein on December 10<sup>th</sup>, 2019 after receipt of a signature below. It is hoped this proposal meets with your needs and expectations. Please contact us should you have any questions. Should this meet with your approval, please sign and date in the space provided below and return a scanned copy to Wetlands and Wildlife LLC (brian@wetlandsandwildlife.com).

Again, thank you for the opportunity to assist you.

Sincerely,

  
Brian Meiering, Environmental Specialist (PWS)

ACCEPTED BY:

\_\_\_\_\_  
Signature / Printed Name

\_\_\_\_\_  
Date

### **Wetlands and Wildlife LLC**

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# REPORTS







126 E. Central Avenue  
Sutherlin, OR 97479  
541-459-2856  
Fax: 541-459-9363  
[www.cityofsutherlin.com](http://www.cityofsutherlin.com)

## City of Sutherlin

STAFF REPORT					
<b>Re: Second Hand Dealer Ordinance Draft and Vacant Storefronts</b>				Meeting Date:	10/14/2019
<b>Purpose:</b>	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input checked="" type="checkbox"/>	Discussion <input checked="" type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: CM, Jerry Gillham, &amp; COP, Troy Mills</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Draft Ordinance					

### WHAT IS BEING ASKED OF COUNCIL?

To review and discuss the attached ordinance and accompanying vacant commercial building list and provide direction to staff regarding how the City of Sutherlin should proceed in addressing contemporary language needed to govern the use of secondhand sales in Sutherlin and how we should also, address closed-off business operations. The term “closed-off” is used to describe a downtown where there is only residential use of commercial properties where business activity is by ordinance, required.

### EXPLANATION

Chief Mills will be available to discuss and answer any questions City Council might have regarding the attached draft ordinance.

There are commercial spaces in downtown that are not actively engaged in business enterprise. In discussing with legal counsel, there are possible remedies that City could choose. However, before moving in any direction, we feel having open discussion between members of council is vital.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING AND REPLACING SUTHERLIN MUNICIPAL CODE  
CHAPTER 5.24 – USED MERCHANDISE DEALERS WITH A NEW CHAPTER 5.24  
REGULATING SECONDHAND PROPERTY DEALERS**

**SECTION 1.** Chapter 5.24 of the Sutherlin Municipal Code is hereby repealed and replaced, entitled *Secondhand Property Dealers* as follows:

**CHAPTER 5.24 - SECONDHAND PROPERTY DEALERS**

**Sections:**

5.24.010	Definitions.
5.24.020	Purpose.
5.24.030	Permit Required.
5.24.040	Business Registration Required.
5.24.050	Location and Hours of Business.
5.24.060	Record Keeping Requirements.
5.24.070	Restriction on Certain Sales.
5.24.080	Prohibited Purchases.
5.24.090	Violation - Penalty.

**5.24.010 Definitions.** For the purpose of this Chapter, the following words and phrases are defined as follows:

**“Peace officer”** means a law enforcement official as defined in Oregon Revised Statutes 133.005.

**“Personal identification”** means an identification card or document issued by a recognized governmental agency which bears the full name, signature, photograph, date of birth, and physical description of the issued person.

**“Non-valuable metals”** are limited to metals not regulated by state law, such as dental gold, unrefined metal ore, gold or silver coins, or bullion in any form.

**“Secondhand property”** means merchandise which was previously owned by a private individual.

**“Secondhand property dealer”** means a person, or employee of any person, who operates, conducts, manages, or engages in any business which, as part or all of the business, purchases or sells secondhand property, and/or lends money on security of regulated property. Second hand dealer, Second hand property dealer, and used merchandise dealer shall be used interchangeably.

**“Secondhand store”** means a place of business which buys and/or sells secondhand property.

**5.24.020 Purpose.**



**A.** The intent of this Chapter is to regulate the buying and selling of secondhand property by businesses located within the City of Sutherlin. Nothing within this Chapter is intended to supplant the State of Oregon's Pawnbrokers Act contained in Chapter 726 of the Oregon Revised Statutes (ORS), which relates to pawnbrokers licensed by the state to loan upon the security of secondhand property, nor the Precious Metals Act enacted within ORS Chapter 646A applying to gold of eight karats or higher, silver, platinum, and palladium.

**B.** Nothing in this Chapter applies to charitable, non-profit organizations or to persons or businesses dealing exclusively in automobiles, farm implements and machinery, used books or audiobooks, secondhand clothing, or commercial and industrial scrap metal recycling.

**5.24.030 Permit Required.**

**A.** No person shall engage in a second hand property business without obtaining a second hand dealer's permit from the city. Agents and employees who engage in the purchase of used merchandise must also obtain a permit from the city and are subject to all requirements of this chapter.

**B.** The Council shall set the annual fee for a second hand dealer's permit by resolution.

**C.** Application for a used merchandise dealer's permit must be submitted on a form prescribed by the city. An application must be submitted at least thirty (30) days prior to the date the permit is requested to be effective. (Ord. 947 § 1 (part), 2003)

**5.24.040 Business Registration Required.** No person may operate as a second hand property dealer within the City of Sutherlin without first completing and filing a Business Registration Application with the City pursuant to Section 5.02.020 of the Sutherlin Municipal Code.

**5.24.050 Location and Hours of Operation.** Secondhand property dealers must operate out of an established storefront located at the address enumerated upon their business registration, conduct all sales under that business name, and maintain business hours that fall between the time(s) of 5:00 AM and 9:00 PM.

**5.24.060 Record Keeping Requirements.**

**A.** Secondhand property dealers shall require, inspect and record the personal identification of all persons from whom they purchase secondhand property except for that purchased from and upon the premises of a privately held yard sale, estate sale, auction, or charitable event. Such records shall include the seller's full name, date of birth, address, type of personal identification used and signature. Such identification shall not be required if the customer's identity was previously recorded by the dealer from prior patronage or the customer is unequivocally known to the dealer as a personal friend or family member, provided such personal knowledge is documented in each individual transaction.

**B.** Secondhand property dealers shall inspect and document all items of secondhand property purchased and keep a record of each purchase with the following identifiers, at a minimum for each item:

1. The identity of the seller as required in the above Subsection A;
2. Date of purchase;
3. Property type;

4. Make and model;
5. Color;
6. Owner-applied number(s) or identifiers;
7. Serial number(s);
8. For jewelry: the weight, color, number of stones, setting and precious metal type;
9. For collectible coins and stamps: a description of the amount and type;
10. For non-valuable metals not covered by the Precious Metals Act: a description of the type, weight, and color of the metal(s);
11. For all items: the purchase price of the secondhand property transaction; and
12. The name of the representative of the secondhand property dealer who purchased the property.

Photographs may serve as a basic description of the property so long as identifying numbers are documented in addition to the basic description, and records may be kept electronically rather than in writing provided the record contains all the required information.

**C.** The records required in the above Subsections A and B shall be created and maintained in chronological order by the date of purchase, retained upon the business premises of the secondhand property dealer for a minimum of one (1) year from the date the property was purchased and be made available for inspection upon request by a peace officer during the operating hours of the secondhand property dealer.

**D.** In the event the City utilizes an electronic secondhand property reporting system, written notice shall be given to all secondhand property dealers. Within 90 days of the date of such notice, all secondhand property dealers must maintain their secondhand property records in a digital or electronic format compatible with the system utilized by the City. Such form of documentation must comply with all requirements set forth in this Subsection 5.24.060 and the secondhand property dealer must submit such records electronically to the system utilized by the City within 72 hours of each individual purchase of secondhand property in addition to maintaining purchase records as described in (C), above.

**E.** Items of secondhand property which are high in volume and low in value such as secondhand clothing, used paperback books, non-valuable metals, vinyl albums, and cassette tapes may be entered into the purchase record more generally so long as the identity of the seller and volume and/or number of items are documented.

#### **5.24.070 Restriction on Certain Sales.**

**A.** Secondhand property dealers are prohibited from selling any secondhand property item for a period of seven (7) days for property valued less than \$100.00 and a twenty day (20) period for property with a value of over \$100.00 after the purchase of such item. During such time, the secondhand property shall be maintained in the same form as purchased, kept on the business premises for potential inspection by peace officers and segregated from other merchandise for sale.

1. Exceptions to the waiting period of seven (7) days prior to selling the secondhand property may be made so long as the purchase record(s) as described in 5.24.060 includes photographs of the secondhand property and that property has a value less than \$100.00.

2. Other exceptions to this waiting period may be made under the following circumstances and items of secondhand property:

- a. Large items such as appliances, furniture, and bicycles need not be segregated during the holding period due to storage limitations which would not allow segregation to be possible.
- b. High-volume items of secondhand music such as compact discs, cassette tapes, and vinyl albums need not be subjected to a holding period so long as their purchase record contains details on the album name & artist.
- c. Secondhand property purchased from yard sales, estate sales, auctions or charitable events need not be subject to this holding period.

B. Secondhand property dealers shall refrain from selling any secondhand property item for a period of thirty (30) days upon specific request by a peace officer based upon reasonable suspicion that the item of secondhand property may have been stolen and/or illegally sold.

**5.24.080 Prohibited Purchases.** Secondhand property dealers may not purchase secondhand property under any of the following circumstances:

1. The seller is clearly under the influence of intoxicants or illicit drugs;
2. The purchaser has reason to believe the seller is not the legal owner of the secondhand property; or
3. The secondhand property contains any serial numbers or owner-applied identifiers which have been altered or obliterated.
4. Any gift cards, in-store credit cards, or activated phone cards.
5. Purchase from a person under the age of eighteen (18) years unaccompanied by a parent or guardian

**5.24.090 Penalties.** Any person who fails to comply with the requirements of this chapter commits a civil violation. Each day that a violation continues to exist constitutes a separate violation. Violation of this chapter is punishable by a fine not to exceed five hundred dollars (\$500.00). The remedies provided in this Section are not exclusive and shall not prevent the City from exercising any other remedy available under law, either simultaneously or otherwise, including but not limited to seeking penalties as provided in Title 1 of the Sutherlin Municipal Code.

**SECTION 2.** This ordinance shall take effect 30 days after it is approved by the Mayor.

**ADOPTED BY THE SUTHERLIN CITY COUNCIL ON THIS \_\_\_\_ DAY OF \_\_\_\_, 2019.**

**APPROVED BY THE MAYOR ON THIS \_\_\_\_ DAY OF \_\_\_\_, 2019.**

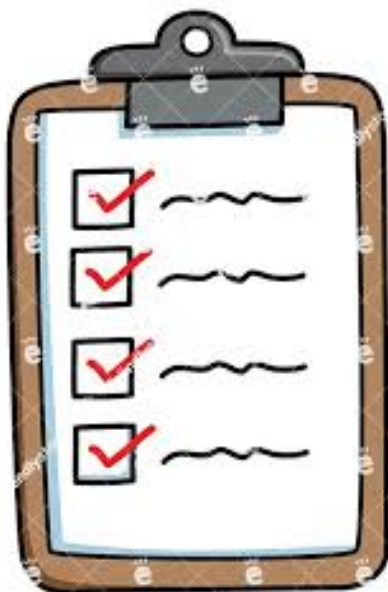
\_\_\_\_\_  
Todd McKnight, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Harris, City Recorder



# **STRATEGIC PLAN UPDATE**





126 E. Central Avenue  
Sutherlin, OR 97479  
541-459-2856  
Fax: 541-459-9363  
[www.cityofsutherlin.com](http://www.cityofsutherlin.com)

## City of Sutherlin

STAFF REPORT					
<b>Re: Holiday Lighting Plans for Central Park</b>				Meeting Date:	10/14/2019
<b>Purpose:</b>	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: CM Jerry Gillham</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Lighting Schematics					

### WHAT IS BEING ASKED OF COUNCIL?

To receive an update pertaining to the 2019 Central Park Holiday Lighting display to be unveiled on December 1, 2019.

### EXPLANATION

With the enormous community support and enthusiasm for the street lamp tree and gift lighting purchased and installed in 2018, the team of Sutherlin Downtown Development, Sutherlin Chamber of Commerce and the City of Sutherlin, raised almost \$20,000.00 to install a 70' mechanical tree and dozens peripheral gift displays that would have almost 100,000 bulbs. We created a seasonal meme of *"Experience the presence of Sutherlin."*

However, the planned-for bulbs were so popular; our order was deferred to next year because of a lack of inventory. Undaunted, the team determined to create a three-tree mechanical display with peripheral gift displays that will now include 30', 20' and 15' trees which then will be a part of an even grander display in 2020 when the 70' tree arrives and is then displayed with the other three trees and peripheral gift displays. To help us meet budget for this year, the City of Sutherlin received a \$5,000.00 grant from Pacific Power.

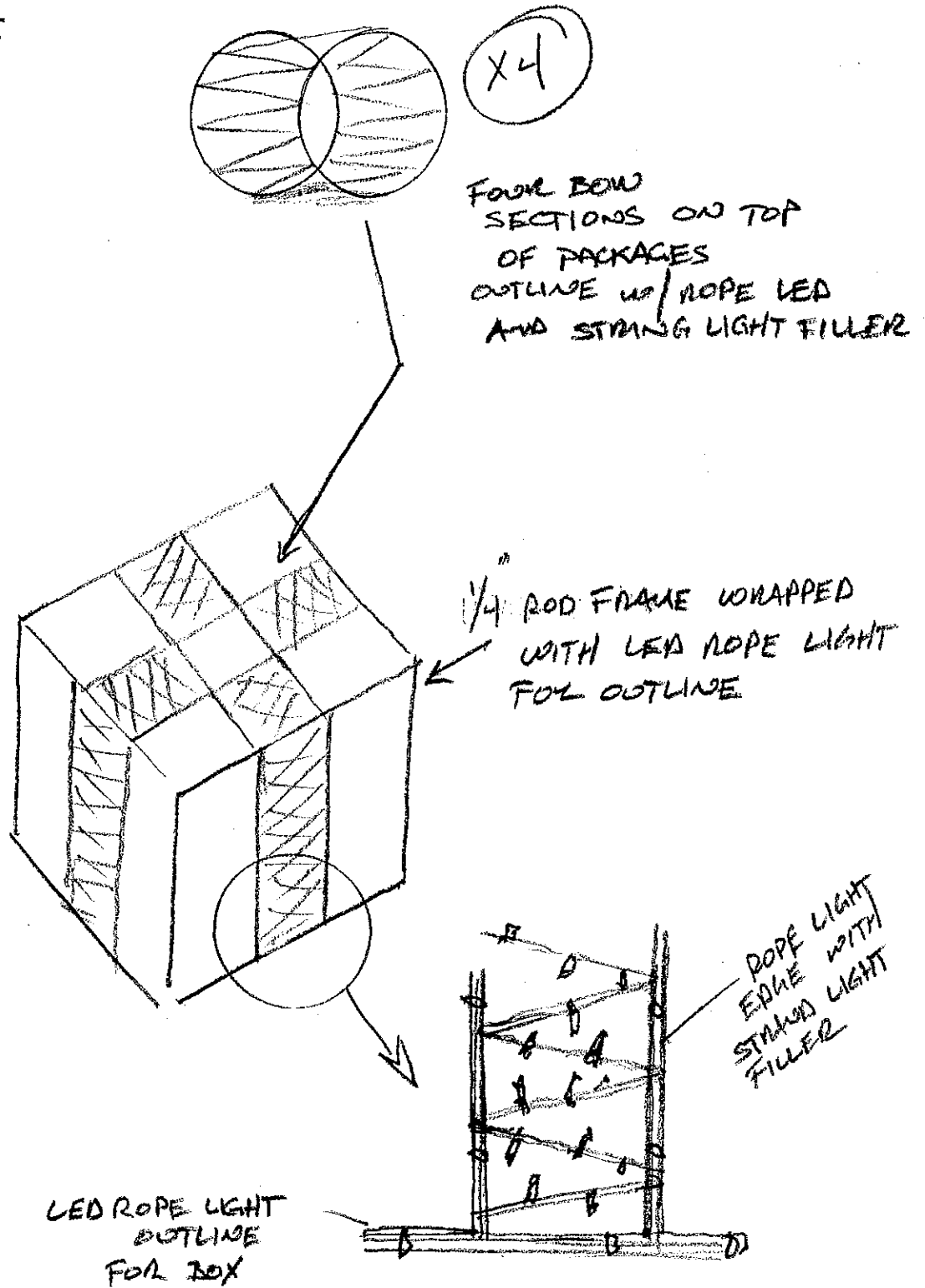
LIGHT COMBINATIONS  
TO MATCH PACKAGES  
ON CENTRAL LIGHTS.

RED, BLUE, WHITE

4'x4'x4' CUBE X 3

3'x3'x3' CUBE X 4

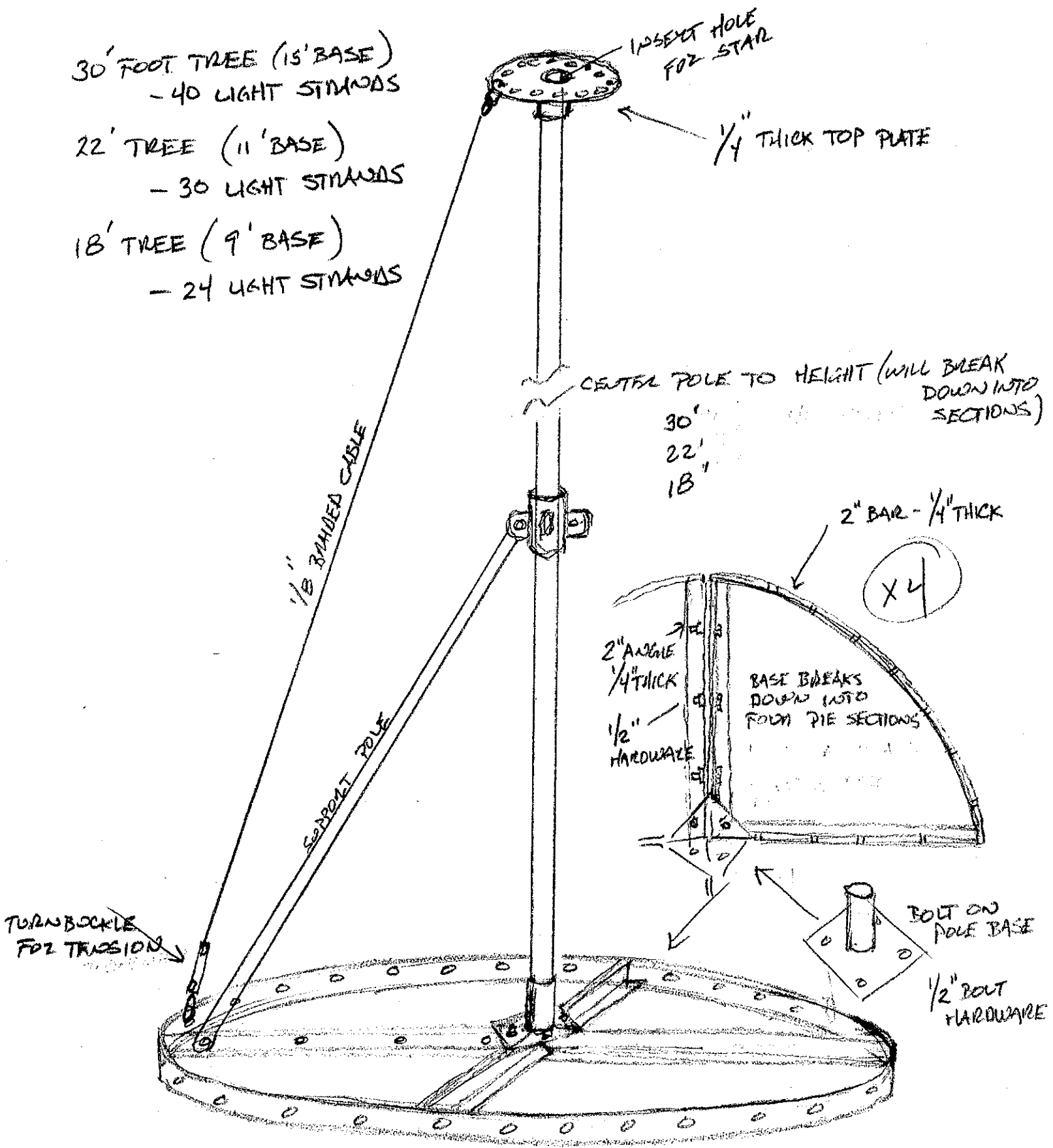
2'x2'x2' CUBE X 4



30' FOOT TREE (15' BASE)  
- 40 LIGHT STRANDS

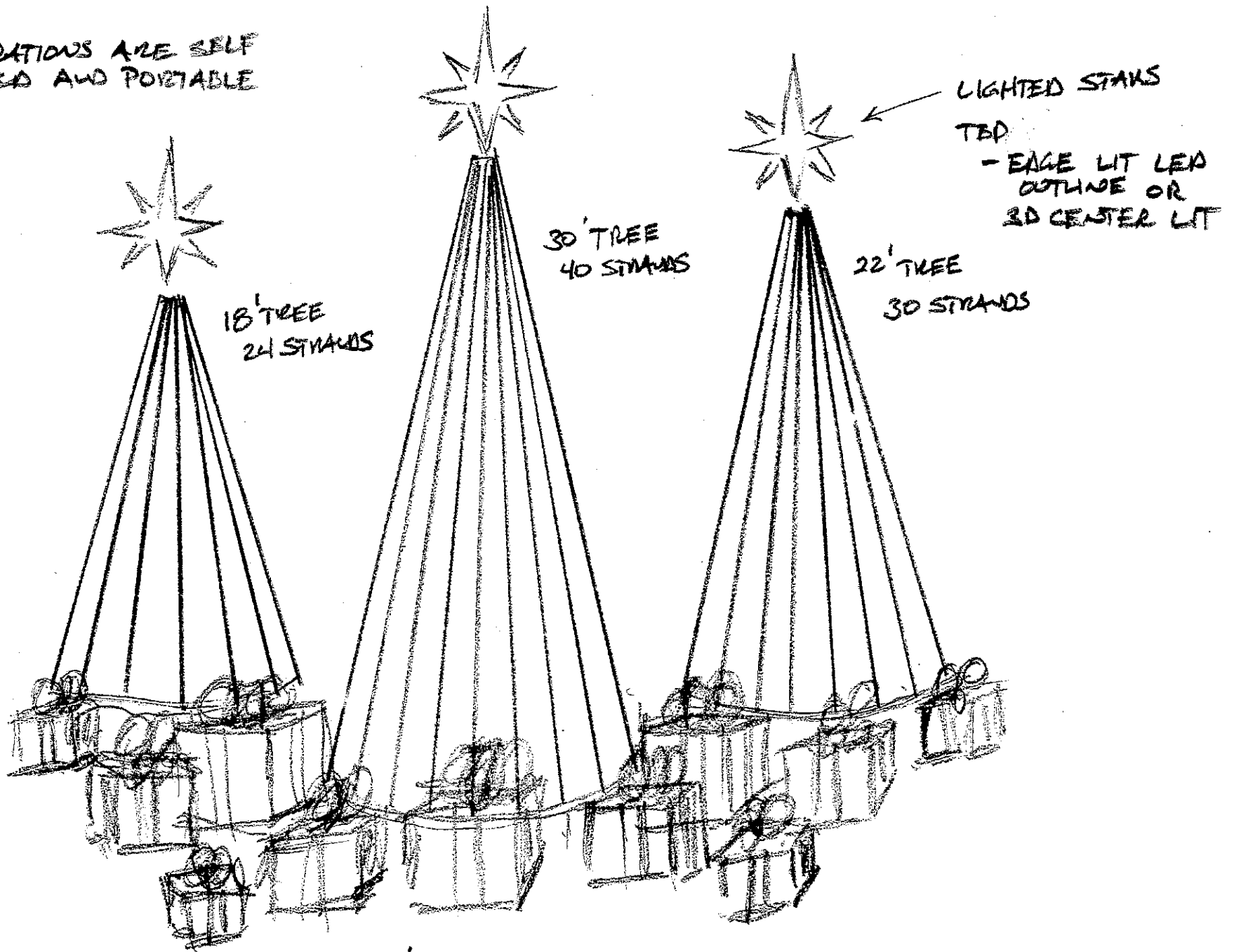
22' TREE (11' BASE)  
- 30 LIGHT STRANDS

18' TREE (9' BASE)  
- 24 LIGHT STRANDS



LED ROPE LIGHTS ATTACHED TO CABLES - POWERED BY RECTIFIER (ALLOWS MULTIPLE STRANDS OF LIGHTS TO BE CONNECTED BY ONE POWER SOURCE.)

ALL DECORATIONS ARE SELF  
CONTAINED AND PORTABLE



COMBINATIONS OF BLUE RED AND  
WHITE TO MATCH LIGHTS ON CENTRAL





## City of Sutherlin

STAFF REPORT					
<b>Re: Community Center Rental Fee Schedule</b>				Meeting Date:	10/14/19
<b>Purpose:</b>	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input checked="" type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Deputy City Recorder, Melanie Masterfield</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Proposed Rates					

### WHAT IS BEING ASKED OF COUNCIL?

Council is being asked to continue discussion regarding updating the Community Center rental fees, examine the criteria required for a qualifying fee waiver applicant and if fee waiver applicants will be charged a half price rate. Staff is asking direction from Council on the next step.

### EXPLANATION

As Council requested, updates to the previously proposed Community Center rental fee schedule are included with this staff report. The hourly rates were lowered back to what was originally proposed. The kitchen fee remained at the higher rate and the refundable deposit was increased from \$100 to \$150. As previously discussed, staff researched the fee waiver applicants and categorized them by Local and Non Local groups (to be distributed during the meeting).

During the last Council meeting, City Attorney, Chad Jacobs read Municipal Code section 12.37.110 – Waiver of rental fees states that “A private nonprofit association or corporation which is located in the city or which provides services with the city; During the 12 months prior to the application, members have performed more than 40 volunteer hours of services that benefit the city or the citizens of the city as documented on the application for waiver of fees; The city, at its discretion, may waive the rental fee for the premises and personality if requirements are met.”

### OPTIONS

To approve fee waiver applicants being charged a half rate price, or  
Continue to waive all fees for those applicants. (With the exception of the deposit)

To approve Community Center Fee Schedule as presented  
Not to approve the Community Center Fee Schedule as presented and discuss other options

### SUGGESTED MOTION(S)

N/A

**PROPOSED**  
**SUTHERLIN COMMUNITY CENTER**  
**Rental Fees and Regulations**  
 150 S. Willamette

Rental fees are established to cover up-keep of the facilities and repairs as needed. This facility has a licensed kitchen that's inspected annually. The center may be rented anytime from 6am to 12midnight. The Community Center is a smoke free facility.

**A \$150 refundable deposit is charged upon reservation.**

	<b>Hourly Rate</b>	<b>4 Hours (10% Discount)</b>	<b>8 Hours (15% Discount)</b>	<b>All Day (20% Discount)</b>
<b>Main Hall</b>	\$30	\$110	\$200	\$215
<b>Main Hall &amp; Kitchen</b>	\$40	\$145	\$270	\$290
<b>Meeting Room</b>	\$20	\$70	\$135	\$145
<b>Meeting Room &amp; Kitchen</b>	\$30	\$110	\$200	\$215
<b>Entire Center</b>	\$45	\$160	\$305	\$325

<b>Kitchen Only</b>	\$100/day for 4 Hours	\$250/day over 4 Hours
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<b>Fee Waiver Applicants</b>	with Fee Waiver Form, rates are ½ price
------------------------------	---

- **\$150 refundable deposit required for all applicants**
- **48 hour cancellation notice required to receive deposit refund**
- **Key must be picked up on Friday for a weekend event**
- **Application and deposit required for reservation**

Community Center Caretaker: Joe Gardner      541-315-0724

Main Hall will accommodate approx. 155 people  
 Meeting Room will accommodate approx. 28-30 people  
 Facility has 38 tables (3 x 8) (30" x 96")  
 Facility has 230 chairs

*Some service ware and cook ware is available. It's recommended that you check out the venue prior to scheduling your event.*



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Fax: 541-459-9363  
www.cityofsutherlin.com

## City of Sutherlin

STAFF REPORT					
Re: SDC Methodology Review Update				Meeting Date:	10/14/19
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input checked="" type="checkbox"/>
Submitted By: Dan Wilson, Finance Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: None					

### WHAT IS BEING ASKED OF COUNCIL?

Review the following update on the SDC methodology review process.

### EXPLANATION

On July 8, 2019 City Council approved the contract with Donovan Enterprises Inc. to perform an SDC review for the City of Sutherlin. This process will begin on October 17, 2019 with a kickoff meeting at 6pm. Staff and the City Council Finance Committee will meet to receive an overview of our current SDC structure, compare it with other relevant cities and look at the process going forward. The planned schedule is as follows:

October 17, 2019: Kickoff Meeting

November 12, 2019: Presentation to City Council with Draft Recommendations

December 9, 2019: Public Hearing and Draft Final Report

### OPTIONS

N/A

### SUGGESTED MOTION(S)

N/A



*Deputy Fire Chief  
Scott McKnight*

250 S. State St  
Sutherlin, OR 97479  
(541) 459-1394  
Fax (541) 459-1693  
smcknight@ci.sutherlin.or.us

# *Sutherlin Fire*

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***SERVING OUR COMMUNITY WITH PRIDE***

**To:** Jerry Gillham, City Manager  
**From:** Scott McKnight, Deputy Fire Chief  
**Date:** October 7, 2019  
**Re:** Sutherlin Fire Update

In May of 2019 ISO evaluated Sutherlin Fire Department; they looked at our water department, staffing, response times, Douglas County Dispatch, auto aid and our equipment. As of this time, we have not received our score. However, I have reached out to ISO and they are hoping to have it done within the next two months. As soon as we receive our ISO scores, we will inform the City Manager and Council.

The City Council approved Sutherlin Fire Department to purchase a new fire engine. In September, Sutherlin Fire Department signed a contract with HME Incorporated to build a new engine which will meet the needs of the City of Sutherlin for the next 20 to 25 years. This engine is being built in Wyoming, Michigan and we expect delivery in June 2020. Please see the attached order data we completed and was signed by the City Manager.

In addition to our city staff, the Sutherlin Fire Departments has 6 Umpqua Community College Fire Science/Paramedic students and 18 active volunteer Firefighters. This represents the largest personnel response element we have had since our new formation in 2014.

Should you have any questions, concerns or ideas, please feel free to reach out to Chief Lane or myself via email or phone

ENCL: HME Sales Agreement



## SALES AGREEMENT

This Sales Agreement (the "Agreement") made by and between **HME, Incorporated** (Company) and

City of Sutherlin

(Legal Name of Buyer)

126 East Central Avenue

Sutherlin

Oregon

97479

(Address)

(City)

(State/Province)

(Zip/Postal Code)

**1. ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment (collectively the "Vehicle") described in the HME, Incorporated specifications hereto attached and made part of this Agreement, in accordance with the terms and conditions herein and the attached documents referenced herein (collectively, the "Agreement").

**2. DELIVERY:** Except as otherwise specified in this Agreement and provided that the Buyer has paid the purchase price, the Vehicle shall be ready for delivery within 270 calendar days after the date this Agreement is signed and executed by an officer of Company at the Company's Corporate Headquarters in Wyoming, Michigan, and based upon a satisfactory completion of a Pre-Construction Conference, if requested. The Company cannot be held liable for penalties and/or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond the Company's control. The Pre-Construction Conference shall be conducted within 30 days from the execution of this Agreement.

To establish a stable design, procurement, and build schedule in accordance with the specifications and this Agreement, a Buyer change order cutoff date of eight (8) weeks from the date of the execution of the Agreement will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the Agreement execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

**3. CHANGE ORDERS:** Changes to the Agreement may be requested by the Buyer after the execution of the Agreement according to the terms of Section 2 of this Agreement. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the HME sales representative and executed by the Buyer. The price of the Vehicle shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery dates of the Vehicle.**



4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this Vehicle shall comply with the hereto attached HME, Incorporated specifications dated 16th day of September, 2019.

5. **WARRANTY:** The Company shall provide the warranty as specified in the attached HME, Incorporated specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the Vehicle, the sum of Four Hundred Thirty Three Thousand, Two Hundred Seventy US Dollars and zero Cents (\$ 433,270.00 ). All prices are less any applicable local, state, or federal taxes which may be applied to the sale of the Vehicle. NOTE: Payment shall be made only to: **HME, Incorporated, 1950 Byron Center Avenue, Wyoming, Michigan 49519**, attention: Accounts Receivable.

7. **TERMS OF PAYMENT:**

a) Payment of the purchase price plus cost of any authorized Change Orders, shall be paid, in full, at the time of plant pick-up or availability for delivery, whichever is earlier.

b) No payment of any amount shall be made payable to a sales representative without written approval from the Company.

c) It is agreed that the Vehicle covered by this Agreement shall remain the property of the Company and not be placed in service until the purchase price and any additional costs and expenses are paid by the Buyer. Any payment not made when due shall accrue a service charge of 1.5% per month, but in no event shall such charge exceed the maximum rate allowed by law.

8. **The Company** requires, and the Buyer agrees, that the Vehicle shall be inspected and picked up by the Buyer within seven (7) days of notice that the manufacturer of the Vehicle has been completed.

9. **CANCELLATION:** This Agreement is subject to cancellation by the Buyer only upon payment to the Company of reasonable cancellation charges as determined by the Company, which shall take into account expenses already incurred and commitments made by the Company.

10. **TAG-ON / ADDITIONAL ORDERS:** At its sole discretion, the Company may allow the terms of this Agreement to be extended to both the Buyer and similar agencies for the purchase of a similar Vehicles under similar terms for a period of one (1) year from the date of the execution of this Agreement. Should the Company choose to exercise this option, it shall be permitted to adjust the Agreement pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the Vehicle. Such adjustments will be based upon the Producer Price Index (PPI) for fire trucks and/or heavy transportation equipment or by itemizing price changes expected by the Company from the component vendors. If there are any changes between the Vehicles(s) purchased via this Agreement and any subsequent orders, those changes must be documented via properly signed and executed Change Orders, including any necessary price adjustments. If the purchasing agency is not the Buyer, a separate Agreement must be executed under the terms of this Agreement to complete the additional purchases.

This Agreement, including its appendices and attachments, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications or amendments of this Agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this agreement shall be liable for any obligation of the Company arising under the standard warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this Agreement to be executed by their duly authorized representatives this 16th day of September, 2019.

COMPANY

BUYER

HME, Incorporated  
1950 Byron Center Avenue  
Wyoming, Michigan 49519  
616-534-1463 Phone  
616-534-1967 Fax

City of Sutherlin  
250 S. STATE ST.  
Sutherlin, OR 97479  
Phone 541-459-1394  
Fax 541-459-1693

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: JERRY GILLHAM  
TITLE: CITY MANAGER  
DATE: 9/16/19

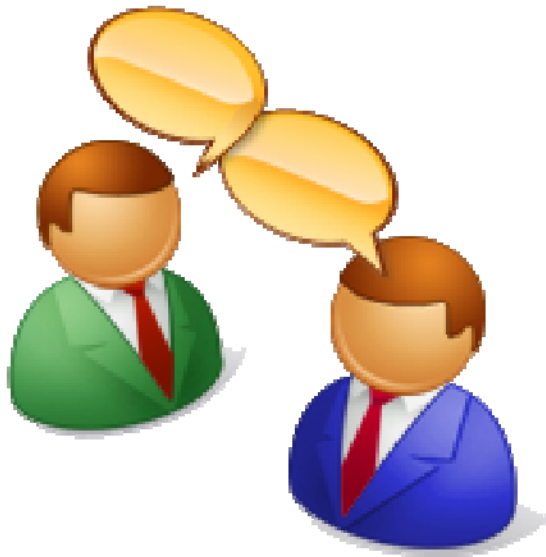
BUYERS WITNESS

WITNESSED: \_\_\_\_\_  
NAME: Daniel E. Wilson  
TITLE: Finance Director  
DATE: 9/16/19

PURCHASE THROUGH NPP.GOV/  
FIRE RESCUE GPO. MEMBER  
#M-5711617



# **COUNCIL COMMENTS**







# **PUBLIC COMMENT**





# ADJOURNMENT





# **FOR YOUR INFORMATION**



**From:** [Melanie Masterfield](#)  
**To:** [Ashley \(ashley@bciradio.com\)](#); [DC Commisioners \(commissioners@co.douglas.or.us\)](#); [Erica Welch](#); [KUGN \(news@kugn.com\)](#); [Kyle-KQEN \(KYLE@BCIRADIO.COM\)](#); [News Desk \(newsdesk@nrtoday.com\)](#); [Register Guard \(rgnews@registerguard.com\)](#); [Roseburg Beacon \(info@roseburgbeacon.com\)](#)  
**Subject:** City of Sutherlin Council Meeting  
**Date:** Tuesday, October 8, 2019 12:19:00 PM  
**Attachments:** [CC AGENDA OCT 14.19 Meeting.pdf](#)

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Good afternoon. Please see the attached agenda for the City Council meeting on Monday, October 14, 2019.



Melanie Masterfield  
Deputy City Recorder

**City of Sutherlin**

**126 E Central Ave**

**Sutherlin, OR 97479**

**541-459-2856**

**[m.masterfield@ci.sutherlin.or.us](mailto:m.masterfield@ci.sutherlin.or.us)**