

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT MINUTES

17 April 2020

A video teleconference meeting was held in light of the COVID-19 pandemic. A quorum was present

Water Board: Dan Seifer, President
Debra Birkby, Vice-President & Treasurer
Linda Murray
Nadia Gardner
Lauren Ahlgren

Sanitary Board: Darr Tindall (non-voting)
Chris Anderson (non-voting)
Carl Matson (non-voting)
Bill Campbell (non-voting)

Staff: Phil Chick, District Manager
Matt Gardner, Operator
Steve Hill

Mr. Dan Seifer opened the meeting at 6:00pm.

Mr. Seifer indicated that some of the meeting participants could be seen visually while others were in contact by phone only. Mr. Seifer confirmed that all directors were present and could hear his voice and a roll call was then conducted for all participants. He further indicated that the meeting was being conducted remotely in accordance with Governor Brown's executive order to minimize contact and potential spread of the Covid-19 virus.

Public Comments: None.

Agenda: Add an agenda item for the financial impact of the Covid-19 virus and pull the Treasurer's Report. Ms. Birkby moved approval of the agenda as amended which was seconded by Ms. Gardner. All in favor. Motion carried.

Consent Agenda: Pull item C authorization for payment of accounts. Ms. Birkby moved approval of the consent agenda as amended which was seconded by Ms. Ahlgren. All in favor. Motion carried.

A question was raised concerning the nature of the intergovernmental agreements payments received by the water district and reflected as an expense by the sanitary district which was answered by Mr. Hill.

Ms. Birkby moved to authorize the payment of accounts presented which was seconded by Ms. Murray. All in favor. Motion carried.

Old Business:

Watershed Update:

Forest Legacy Grant 2021: (Information) Mr. Chick reported the grant application to be on track with the Oregon Department of Forestry with a grant award contract to be entered into in July. He indicated that we were believed to be number twenty-two on a list of twenty-nine potential recipients for the following year. Mr. Chick said that there may be further grant opportunities in the future.

Acres for America Grant & Coastal Resilience Grant: (Information) The District and NCLC have jointly applied for an Acres for America Grant through the National Fish and Wildlife Foundation. The \$500,000 requested amount would be split between the two organizations for land purchase, if awarded funds. Ben Dair of Sustainable Northwest also has worked up a letter of interest for a Coastal Resilience Grant for restoration and monitoring of watershed roads. Work such as road decommissioning, culvert replacement and maintenance, and erosion control could be completed with this funding. The application identifies a request of \$550,000.

Purchase and Sales Agreement (PSA): (Information) Mr. Chick said that a draft had been sent to EFM two days ago and that the PSA process was very near complete. In referencing the proposed purchase option fee, he indicated that we had proposed \$10K and EFM had suggested \$50K.

Staff Evaluations: (Information) The executive session planned prior to the current board meeting had been cancelled and a new executive session for the District Manager evaluation was rescheduled for 2:00pm on Thursday, April 30th.

Trees Near Water Tank: (Information) Mr. Chick reported that he and the neighboring landowner met with Treescapes Northwest at the water plant and identified several trees near the water reservoir tank that will be removed. Work will be arranged to be completed in May.

New Business:

POLICY 20-02 WD Emergency: (Action) Ms. Murray moved adoption of POLICY 20-02 WD Emergency (attached) in the event of an emergency situation which was seconded by Ms. Ahlgren. All in favor. Motion carried.

Resolution 20-01 WD Declaration of State of Emergency: (Action) Ms. Gardner moved adoption of RES 20-01 WD Emergency Declaration (attached) which was seconded by Ms. Murray. All in favor. Motion carried.

Resolution 20-02 WD 2019-20 Budget Amendment: (Action) Ms. Murray moved adoption of RES 20-02 WD 2019-20 Budget Amendment (attached) to move \$5K from Contingency to Personnel Services which was seconded by Ms. Gardner. All in favor. Motion carried.

Oregon Water/Wastewater Agency Response Network (ORWARN) Mutual Aid Agreement & Shared Worker Agreement Addendum: (Action) Ms. Birkby moved execution of the ORWARN agreement addendum (attached) which was seconded by Ms. Murray. All in favor. Motion carried.

Reports:

Accounts Receivable: Regarding the impact of Covid-19, receipts were reported to be slightly behind at this time and are expected to accelerate in the coming months.

District Managers Report: (attached)

Board of Directors' Comments and Reports: Mr. Seifer expressed his appreciation for the districts management during this period of crisis which is exemplary. He declared that we are lucky to have Mr. Chick as manager.

May Agenda Items: (Information) Watershed, Budget committee recommendation, staff evaluations, financial impact of the current emergency and public input on how to cope with Covid-19.

Public Comment: None.


The meeting was adjourned by Mr. Dan Seifer at 7:05 pm.

Respectfully submitted,



Steve Hill

Attest



Mr. Dan Seifer, President

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

POLICY 20-02 WD

AN EMERGENCY POLICY FOR THE ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT (the "District")

The Arch Cape Domestic Water Supply District ("the District") shall have the authority to take such actions as may reasonably be necessary to preserve and protect the District, its customers, personnel, functions, equipment, sources, resources, processes and assets in the event, or series of events, constituting an emergency. Emergency shall be defined as "circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt actions to prevent, reduce or remedy foreseeable harm."

The Board at any Regular, Special or Emergency meeting, or by telephone or electronic communication, may declare a District state of emergency. The nature of the emergency shall be documented and set forth in Minutes.

Upon declaration of a District state of emergency, the District may act by its Manager and a majority of the Board then available to confer, or by a majority of the Board then available to confer. Specifically, the District shall have the authority to designate temporary lines of authority, suspend or waive policies or ordinances, arrange additional funding and authority limits, enter into emergency contracts, enter into intergovernmental agreements, ratify actions undertaken without expressed authority and demonstrate eligibility for available funding or assistance.

A declared District state of emergency shall not extend beyond actions, terms or dates as may be established by subsequent action of the Board at any Regular, Special or Emergency meeting.

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
RESOLUTION 20-01 WD**

A RESOLUTION ESTABLISHING A STATE OF EMERGENCY DUE TO THE COVID-19 VIRUS

WHEREAS, coronaviruses are a group of viruses that can cause respiratory disease, with the potential to cause serious illness or loss of life, and the novel coronavirus COVID-19 has been found to carry particular risks for members of the population;

WHEREAS, on March 8, 2020 Governor Kate Brown declared a state of emergency due to the COVID-19 outbreak in Oregon, determining that COVID-19 posed a significant risk to public health and safety for Oregonians; and

WHEREAS, on March 11, 2020 COVID-19 was declared a pandemic by the World Health Organization; and

WHEREAS, on March 13, 2020 the United States Federal Government declared a national emergency due to the spread of COVID-19; and

Whereas, on March 16, 2020 the Clatsop County Board of Commissioners declared a state of emergency due to COVID-19; and

WHEREAS, the Arch Cape Domestic Water Supply District Board of Commissioners finds that adjustments to District operations including, but not limited to staff time, funding, and emergency protocol may be needed to maintain the health and safety of the public and staff.

WHEREAS, the District authorizes the use of all resources needed to maintain delivery of water service operations and maintain health and safety during this state of emergency; and

WHEREAS, this state of emergency shall remain in effect until determined ended by the Arch Cape Domestic Water Supply District Board of Commisioners.

NOW THEREFORE, be it resolved that the Arch Cape Domestic Water Supply District Board of Commisioners, declares a local state of emergency pursuant to Policy 19-01 SD

Adopted and signed this _____ day of April, 2020

Daniel J. Seifer, President

Attest: _____

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
RESOLUTION 20-02 WD**

A RESOLUTION TO AMMEND THE 2019-20 FISCAL YEAR BUDGET

BE IT RESOLVED that the Arch Cape Domestic Water Supply District hereby amends the 2019-20 Budget as follows:

Transfer appropriations from Contingency in the amount of \$5,000.00 to Personnel Services.

Dated this _____ day of April, 2020

Daniel J. Seifer , President

Attest: _____
Steve Hill, Secretary

MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE PROVISION OF EMERGENCY SERVICES RELATED TO WATER AND WASTEWATER UTILITIES

This Mutual Aid and Assistance Agreement (“Agreement”) establishes a Mutual Aid Assistance Program among signatories to this Agreement, and contains procedures and standards for a water and wastewater utility Mutual Aid and Assistance Program.

AGREEMENT

This Agreement is entered into by the Members that have, by executing this Agreement, manifested their intent to enter into a Mutual Aid and Assistance Program through the Oregon Water/Wastewater Agency Response Network (ORWARN). Associate Members may also become affiliated with ORWARN by executing this Agreement. A list of all Members and Associate members shall be maintained by the Governing board and is available upon request from a Governing Board.

ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the Members hereby establish a Mutual Aid and Assistance Program. Through the Mutual Aid and Assistance Program, Members may, in their discretion, coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Mutual Aid and Assistance Program.

ARTICLE II. DEFINITIONS

A. Associate Members Any public or private entity that desires to be affiliated with ORWARN may become an Associate Member. Associate Members may attend board meetings, attend general membership meetings, attend training exercises, receive general information regarding the organization and participate in other activities deemed appropriate by the Governing Board. Associate Members may not request assistance or respond to a request for assistance under the Agreement. Further, Associate Members may not vote and

are ineligible to serve on the Governing board.

B. Authorized Official Employees or officers of a Member that are authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this Agreement.

C. Confidential Information Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member.

D. Emergency Any human caused or natural event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material as defined in ORS 466.605, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be believed to be beyond the control of the services, personnel, equipment, and facilities of a Member.

E. Member Any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company that participates in the Mutual Aid and Assistance Program by executing this Agreement. If any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company has separate water and wastewater operations, each one, if contracting separately, shall be deemed to be a Member for purposes of this Agreement.

F. National Incident Management System (NIMS) A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

G. Non-Responding Member A Member that does not provide assistance during a Period of Assistance under the Mutual Aid and Assistance Program.

H. Period of Assistance A period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the Responding Member no longer supplies personnel, equipment, supplies or services to the Requesting Member.

I. Requesting Member A Member that requests assistance under the Mutual Aid and Assistance Program.

J. Responding Member A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

ARTICLE III. ADMINISTRATION

A. A Governing Board shall be established to organize and maintain the Mutual Aid and Assistance Program. The Governing Board shall be elected by ballot by a majority vote of the Members of this Agreement. Each Member shall have one vote. Associate Members are ineligible to vote and may not serve on the Governing Board.

B. The Governing Board shall consist of 5 Members. The Governing Board will elect the following officers: a Chair; a Vice Chair; and a Secretary. The term of all board members shall be 2 years, except that in the first year the Agreement is in effect, the term of the Vice Chair and other board members shall be 1 year. A quorum shall be a majority of the Members of the Governing Board.

C. The Governing Board shall meet at least twice each year, at a meeting place designated by the Governing Board. The Governing Board may make, establish and alter rules and regulations for its procedure consistent with generally recognized principles of parliamentary procedure. The Governing Board shall have the power to carry out the purposes of this Agreement, including but not limited to the power to: adopt bylaws; develop specific procedures and protocol for requesting assistance; develop specific procedures and protocol for responding to a request for assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain membership lists; maintain equipment and supply inventory lists; and deal with membership issues.

ARTICLE IV. REQUESTS FOR ASSISTANCE

A. Member Responsibility: Members shall designate Authorized Official(s); provide contact information including emergency 24-hour contact information; and maintain resource information made available by the utility for mutual aid and assistance response. Such information shall be updated annually or when changes occur and provided to the Governing Board.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for

personnel, equipment, and supplies shall be provided in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. The Governing Board shall develop specific protocols for requesting aid in bylaws, as amended from time to time.

B. Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, in its sole discretion, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond to the request, and the availability of resources to be used in any such response. All Authorized Official's decisions on the availability of resources shall be final unless overridden by the Member's governing body.

ARTICLE V. RESPONDING MEMBER PERSONNEL

A. National Incident Management System: When providing assistance under this Agreement, the Requesting Member and Responding Member will use the organizational principles set forth in the National Incident Management System.

B. Control: Responding Member personnel shall remain under the direction and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours.

C. Food and Shelter: When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member does not provide food and shelter for responding personnel, the Responding Member's designated supervisor is authorized to secure the resources reasonably necessary to meet the needs of its personnel. Except as provided for below, the cost for such resources must not exceed the State per diem rates for that area. To the extent Food and Shelter costs exceed the State per diem rates for the area, Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains

responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

D. Communication: The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio equipment, in order to facilitate communications with local responders and utility personnel.

E. Licenses and Permits: To the extent permitted by law, Responding Member personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

F. Right to Withdraw: The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Responding Member(s) shall have no liability from a decision to withdraw. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VI

COST REIMBURSEMENT

A. Cost Reimbursement: Unless otherwise mutually agreed by the Requesting Member and the Responding Member, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the Period of Assistance.

B. Personnel Costs: Responding Member personnel costs shall be the amount to be paid for work performed by the Responding Member's personnel during a Period of Assistance under the terms and conditions of the Responding Member's individual employment contracts with such personnel. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance. Requesting Member reimbursement to the Responding Member shall include all personnel costs incurred by the Responding Member, including, but not limited to, salaries or hourly wages, costs for fringe benefits, and indirect costs.

C. Costs of Equipment: The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All

equipment shall be returned to the Responding Member as soon as is practicable and reasonable under the circumstances. Generally, rates for equipment use will be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event loaned equipment is damaged while being dispatched to Requesting Member, or while used during a Period of Assistance, and such damage is not due to negligence or intentional acts of the Responding Member, Requesting Member shall reimburse Responding Member for the reasonable cost of repairing such damaged equipment. If the damaged equipment cannot be repaired, then Requesting Member shall reimburse Responding Member for the reasonable cost of replacing such damaged equipment with equipment that is of equivalent age, condition and of at least equal capability. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

D. Costs of Materials and Supplies: The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for Responding Member's use of expendable or non-returnable supplies during the Period of Assistance. The Responding Member must not charge direct fees or rental charges to the Requesting Member for supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage shall be treated as expendable supplies or non-returnable for purposes of cost reimbursement.

E. Payment Period: The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member in providing assistance under this Agreement, not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member shall pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

F. Records: Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VII. DISPUTES

If a dispute arises between Members under this Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally by filing an action in a court of competent jurisdiction.

Step One: The disputing Members shall authorize a person ("Authorized Official") to negotiate on their behalf. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed the disputing Members' Authorized Official and ratified by each governing body, if required. Step One will be completed when notice is delivered in writing to all disputing Members.

Step Two: If the dispute cannot be resolved within fifteen (15) business days at Step One, the disputing Members shall submit the matter to mediation. The disputing Members shall attempt to agree on a mediator. If they cannot agree, the disputing Members shall request a list of five (5) mediators from an entity or firm providing mediation services. The disputing Members will mutually agree on a mediator from the list provided. If the disputing Members cannot mutually agree upon a mediator, the disputing Members shall alternatively strike one name from the list until one mediator remains. The remaining mediator shall be the mediator for the dispute. Any common costs of mediation shall be borne equally by the disputing Members who shall each bear their own costs and fees. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Authorized Official and ratified by their respective governing bodies, if necessary.

Step Three: If the disputing Members are unsuccessful at Steps One and Two, the dispute shall be resolved by a State of Oregon

court of competent jurisdiction. Venue shall be in the jurisdiction of the Responding Member, subject to statutory limitations.

ARTICLE VIII.
DUTY OF REQUESTING MEMBERS TO INDEMNIFY

Subject to the Oregon Constitution, the limits imposed under the Oregon Tort Claims Act, and laws of the state of Oregon applicable to local governments, the Requesting Member shall assume the defense of, fully indemnify, save and hold harmless, all Members, and their board, directors, commissioners, officers, agents and employees, from all claims, suits, actions, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from any Responding Member's act or omission during a specified Period of Assistance, except for claims arising out of the willful misconduct or gross negligence of a Responding Member, its board, directors, commissioners, officers, agents and employees.

ARTICLE IX.
SIGNATORY INDEMNIFICATION

To the extent not addressed in Article VIII, and subject to the Oregon Constitution and limits imposed under the Oregon Tort Claims Act, a Requesting Member shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members and Associate Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE X.
WORKER'S COMPENSATION CLAIMS

Each Responding Member shall provide worker's compensation benefits and administering worker's compensation for its own personnel.

ARTICLE XI.
NOTICE

A Member or Associate Member that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members or Associate Members of this Agreement shall provide prompt and timely notice to the Members or Associate Members that may be affected by the suit or claim. Each Member and Associate Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XII.
INSURANCE

Members and Associate Members of this Agreement shall maintain an appropriate insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

ARTICLE XIII
CONFIDENTIAL INFORMATION

To the extent provided by law, Members and Associate Members shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XIV.
EFFECTIVE DATE AND PROCESS TO ADD NEW MEMBERS

This Agreement shall be effective after two (2) or more entities' authorized representatives execute the Agreement. Membership shall become effective upon executing this Agreement. A list of all Members and Associate Members shall be maintained by the Governing board and is available upon request from a Governing Board.

ARTICLE XV.
TERM

Unless restricted by Oregon statutes, municipal Charters and corporate Charters, the term of this Agreement shall be for 5 years and shall be automatically renewed for additional terms of five years each, unless terminated by Majority vote of the Governing Board. Termination of this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, or for any other costs voluntarily incurred during the withdrawing Member's membership, which duty shall survive such

termination.

**ARTICLE XVI.
WITHDRAWAL**

A Member or Associate Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Governing Board. Withdrawal takes effect 60 days after the Governing Board receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

**ARTICLE XVII.
MODIFICATION**

No provision of this Agreement may be modified, altered, or rescinded by individual Members or Associate Members of the Agreement. Modifications (except Modifications to Article III and Article XVII) require a majority vote of the Members of the Governing Board (3) or a majority vote of the Members of this Agreement. Modifications to Article III and Article XVII require a majority vote of the Members to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members, except that the addition of a new Member or Associate Member becomes effective upon execution of this Agreement.

**ARTICLE XVIII.
NO THIRD PARTY BENEFICIARIES**

The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**ARTICLE XIX.
WAIVER**

No provision of this Agreement may be waived except in writing by the Member waiving compliance. No waiver of any provision of this Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other

provision.

ARTICLE XX.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XXI.
EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, an authorized representative of a Member or Associate Member has duly executed this Mutual Aid and Assistance Agreement as of the date referenced below. An ORWARN representative will acknowledge receipt of the Mutual Aid and Assistance Agreement and return a copy to the Member or Associate Member.

MEMBER

APPROVED AS TO FORM:

By: _____

Date: _____

Title: _____

Print Name _____

ASSOCIATE MEMBER

APPROVED AS TO FORM:

By: _____

Date: _____

Title: _____

Print Name _____

Affiliation or Interest in water / wastewater industry _____

ORWARN ACKNOWLEDGMENT

By: _____

Date: _____

Title: _____

Print Name _____

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

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

RECITALS

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

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

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

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

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

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

NOW, THEREFORE, the Members agree as follows:

TERMS AND CONDITIONS

I. PURPOSE OF THIS ADDENDUM

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

II. DEFINITIONS -

- A. Emergency Assistance in this ADDENDUM means a Shared Worker that is self-deployed and offers mutual aid during a catastrophic emergency to a Receiving Member in order to assist in the response, relief and/or recovery efforts following an emergency and whose duties would be comparable to efforts performed by the Shared Worker for their Responding Member employer in a similar emergency response.
- B. Responding Member means a Member whose employee provides emergency assistance in the form of a Shared Worker as defined by this addendum to a Receiving Member, pursuant to the terms of the AGREEMENT and this ADDENDUM.
- C. Receiving Member means a Member who accepts emergency assistance in the form of personnel from another Responding Member, pursuant to the terms of the AGREEMENT and this ADDENDUM.
- D. Shared Worker(s) are Responding Member employees responsible for various field and public works activities occurring within the agency who may respond to a Receiving Member during a catastrophic emergency when they are unable to get to their normal work location as outlined in the standard operating procedures.
- E. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance such as a major earthquake, 100-year flood, or severe wind, snow or ice storm, that causes widespread damage to water systems, which prevents workers from reporting to their normal work location due to severely disrupted transportation routes, or other hazards.

III. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this ADDENDUM is voluntary. No Member shall be liable to another Member or considered to be in breach or default under the original AGREEMENT, on account of any delay in or failure to perform any obligation, except to make payment as specified in the AGREEMENT.

- B. All counties, cities, inter-local agencies, regional governments, and special districts in Oregon are eligible to be a party to this ADDENDUM providing they are Members or Associate Members of the AGREEMENT.
- C. Unless otherwise mutually agreed by Receiving and Responding Member, Article VI Cost Reimbursement of the AGREEMENT shall be followed and actions taken under this addendum shall comply with applicable Collective Bargaining Agreements, Local, State and Federal laws.

IV. ROLES OF AUTHORIZED OFFICIAL

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

V. DUTIES OF THE RECEIVING MEMBER

- A. Unless otherwise mutually agreed by Receiving and Responding Member, Article IV. Requests for Assistance and Article V. Responding Member Personnel of the AGREEMENT shall be followed.
- B. The Receiving Member shall communicate with the Responding Member as soon as possible when a Shared Worker reports for duty at the Receiving Member location during an emergency and shall:
 - i. Request approval of the mutual aid and comply with the terms and conditions of the Agreement and this Addendum.
 - ii. Confirm with the Shared Worker and the Responding Member that the Shared Worker's services are required.
 - iii. Develop and implement a tracking system to record time and duration of Shared Worker to be provided to the Responding Member when emergency has been reduced or eliminated.
 - iv. Notify the Responding Member when the Shared Worker is released from service.

VI. DUTIES OF THE SHARED WORKER

- A. The Shared Worker will make every effort to report to their normal duty station before self-deploying to another agency.
- B. Will only self-deploy to another agency if safe to do so.
- C. Notify their employer of their status and location.

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

VII. DUTIES OF THE RESPONDING MEMBER

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

VIII. EMPLOYEES AS INDEPENDENT CONTRACTORS

- A. Each Responding Member shall be and operate as an independent contractor of the Receiving Member in the provision of any Emergency Assistance. Employees of the Responding Member shall, at all times while performing Emergency Assistance, continue to be employees of the Responding Member and shall not be deemed employees of the Receiving Member for any purpose. All wages, payroll taxes, insurance, benefits, and all other applicable terms and conditions of Shared Workers shall remain the responsibility of the Responding Member. The costs associated with borrowed employees are subject to the reimbursement process outlined in the AGREEMENT, Article VI, Cost Reimbursement.
- B. In no event shall a Responding Member or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Receiving Member under or by virtue of the AGREEMENT.
- C. Shared Workers shall remain under the administrative control of the Responding Member but will be under the operational control of the emergency management authorities of the Receiving Member. The Responding Member shall not be liable for cessation or slowdown of work if the Responding Member's Shared Workers decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct activities of others during a particular operation does not relieve the Receiving Member of any responsibility or create any liability on the part of the Responding Member for decisions and/or consequences of the operation.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

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

X. ENTIRE ADDENDUM

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

XI. EXECUTION

This ADDENDUM is voluntary to Members and Associate Members of the AGREEMENT.

**ADDENDUM NO. 1
TO THE OREGON WATER/WASTEWATER AGENCY RESPONSE NETWORK
(ORWARN) AGREEMENT FOR THE SHARING OF PERSONNEL DURING AN
EMERGENCY WHEN WORKERS ARE UNABLE TO GET TO THEIR NORMAL
REPORTING LOCATION (SHARED WORKERS)**

SIGNATURE PAGE

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

_____ Signature of Officer	_____ Date	_____ Officer's Title
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_____ Signature of Counsel	_____ Date	_____ Counsel's Title
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Name and title of primary Contact Representative:	_____
Address:	_____ _____
Phone:	_____
Email:	_____

Name and title of alternate Contact Representative:	_____
Phone:	_____
Email:	_____

Manager Report April 17, 2020

WATER:

The water plant distributed 890,000 gallons to town in March.

Oregon Health Authority has been in contact with us as well as other various state and national water organizations. COVID-19 has not been detected in drinking water. Arch Cape’s membrane filtration plant continues to process water that meets all Federal Drinking Water Regulations and should be considered safe.

Staff is currently working staggered, adjusted shifts. These precautions are taken to protect staff and to keep them available to continue providing essential water and sanitary service to our customers without interruption. The District office continues to be closed to walk-in business, open only for emergency or scheduled appointment. Staff is available 24/7 for needed general operations or emergencies.

In brighter news...Plant Operator, Matt Gardner, recently passed his Wastewater Treatment Level II Certification Exam. This is especially useful to the District, as there is great value in having two staffed employees who are certified at the necessary level (currently Level III) to sign off on the reports required under our National Pollutant Discharge Elimination Permit (NPDES). This will still take several more years. Congratulations Matt and thank you for your dedication!

MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS

March 2020

Total Hours	352.00	167.75	184.25
Percentage Split		48%	52%
Total Accounts	635	293	342
Percentage Split		46%	54%