



CITY COUNCIL REGULAR SESSION AGENDA
Monday, August 19, 2024 - 6:00 PM
Council Chambers- 169 SW Coast Highway Newport, Oregon 97365

All public meetings of the City of Newport will be held in the City Council Chambers of the Newport City Hall, 169 SW Coast Highway, Newport. The meeting location is accessible to persons with disabilities. A request for an interpreter, or for other accommodations, should be made at least 48 hours in advance of the meeting to Erik Glover, City Recorder at 541.574.0613, or e.glover@newportoregon.gov.

All meetings are live-streamed at <https://newportoregon.gov>, and broadcast on Charter Channel 190. Anyone wishing to provide written public comment should send the comment to publiccomment@newportoregon.gov. Public comment must be received four hours prior to a scheduled meeting. For example, if a meeting is to be held at 3:00 P.M., the deadline to submit written comment is 11:00 A.M. If a meeting is scheduled to occur before noon, the written comment must be submitted by 5:00 P.M. the previous day. To provide virtual public comment during a city meeting, a request must be made to the meeting staff at least 24 hours prior to the start of the meeting. This provision applies only to public comment and presenters outside the area and/or unable to physically attend an in person meeting.

The agenda may be amended during the meeting to add or delete items, change the order of agenda items, or discuss any other business deemed necessary at the time of the meeting.

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments will be limited to three (3) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others

4. PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS

Any formal proclamations or recognitions by the Mayor and Council can be placed in this section. Brief presentations to the City Council of five minutes or less are also included in this part of the agenda.

4.A Proclamation Declaring August as Coast Guard Appreciation Month in the City of Newport

[Proclamation - Coast Guard Appreciation Month 2024.pdf](#)

4.B Presentation by City of Newport Leadership Lincoln Graduates

[Council LL Presentation..pdf](#)

[Leadership Lincoln Graduates 2024.pdf](#)

5. CONSENT CALENDAR

The consent calendar consists of items of a repeating or routine nature considered under a single action. Any Councilor may have an item on the consent agenda removed and considered separately on request.

5.A Receipt of Audio/Video Links for Minutes to be Approved

[Link to Videos for Meeting Minutes to be Approved .pdf](#)

5.B Approve August 5, 2024 City Council Executive Session Meeting Minutes

5.C Receipt of Approved Committee Minutes

[6-20-2024 Public Arts Committee Minutes](#)

[May 07, 2024 Bicycle and Pedestrian Committee Minutes.pdf](#)

[June 25, 2024 Discover Newport Committee Minutes](#)

[Airport Committee June_11_2024_minutes_Final.pdf](#)

[Airport Committee April_9_2024_minutes_Final.pdf](#)

5.D Consent to the Sale of a Hangar on Site K to Gingers Wings, LLC C/O Chris Carlson and Enter into a Land

Lease with Gingers Wings, LLC C/O Chris Carlson for a New Initial Lease Term of 15 years, and Terminate the Existing Land Lease 1984 with Tim H. and Pamela L. Muggleston Effective Upon Execution of the New Lease with Gingers Wings, LLC C/O Chris Carlson.

[Staff Report Ginger Wings LLC site K lease.pdf](#)

[Agreement_XXXX_Gingers_wings_llc_K.pdf](#)
[West_Hangar_Site_K_2024.pdf](#)
[agreement_1984_Mugleston_K.pdf](#)

6. PUBLIC HEARING

This is an opportunity for members of the audience to provide testimony/comments on the specific issue being considered by the City Council. Comments will be limited to three (3) minutes per person.

7. COMMUNICATIONS

Any agenda items requested by Mayor, City Council Members, City Attorney, or any presentations by boards or commissions, other government agencies, and general public will be placed on this part of the agenda.

7.A Consideration and Potential Adoption of Resolution No. 4038 a Resolution Reaffirming the City of Newport's Emergency Operations Plan

[Staff Report.pdf](#)

[Res. No. 4038 - Reaffirmation of Emergency Operations Plan.pdf](#)

[NewportEOP_BasicPlan_Aug2024 FINAL.pdf](#)

8. CITY MANAGER'S REPORT

All matters requiring approval of the City Council originating from the City Manager and departments will be included in this section. This section will also include any status reports for the City Council's information.

8.A Consideration and Possible Adoption of Resolution No. 4037, a Resolution Reestablishing a City Council Stipend/Compensation Work Group

[Staff Report - Res 4037 Resolution Reestablishing a City Council Stipend-Compensation Work Group.pdf](#)

[Res. No. 4037 - Restablishing an Elected Official Compensation Workgroup 2024.pdf](#)
[res_3965.pdf](#)

8.B Council Discussion on Public Comment Process/Forms

[Staff Report - Public Comment.pdf](#)

9. LOCAL CONTRACT REVIEW BOARD

9.A Authorization of Amendment No 2. to Agreement 2877 with Associated Cleaning Services for Custodial Services

[Staff Report - Custodial Services 8-19-24.pdf](#)

[Amendment No. 2 to Assoc. Cleaning Svcs. agreement - draft 8-15-24.pdf](#)

[Amendment No 1.pdf](#)

10. REPORT FROM MAYOR AND COUNCIL

This section of the agenda is where the Mayor and Council can report any activities or discuss issues of concern.

11. PUBLIC COMMENT

This is an additional opportunity for members of the audience to provide public comment.

Comments will be limited to three (3) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others.

12. ADJOURNMENT



A Proclamation Declaring August as Coast Guard Appreciation Month in the City of Newport

WHEREAS, the history of Station Yaquina Bay goes back more than a century. In 1896, the first U.S. Lifesaving Service station was opened at South Beach. Later in 1906, the U.S. Lifesaving Service station moved to the present site of the Yaquina Point Lighthouse. The present facilities were erected in 1944, with modern annex completed in 1983; and

WHEREAS, the men and women of the Coast Guard embody a rich tradition of honor, respect, devotion to duty, and dedication to service. The members of Station Yaquina Bay remain poised to support the local fishing fleet, local and state law enforcement, local fire departments, county search and rescue, and county marine patrol and various other international, federal, state and local partners by maintaining a constant 24/7 ready status, to ensure the safety of our community; and

WHEREAS, the station's area of responsibility extends from Cape Perpetua to Spencer Creek, totaling 27 miles of coast. With the primary mission of search and rescue, the station responds to as many as 590 cases per year. In addition to search and rescue, another primary mission at Yaquina Bay is law enforcement, of which the station conducts about 200 cases every year. Their supporting vessels include one of the Coast Guard's four virtually unsinkable 52-foot vessels, which can tow vessels as large as 750 gross tons, take 30-foot seas, travel 150 nautical miles off shore, and right itself after a rollover; and

WHEREAS, the Coast Guard has had a major impact on Newport and the surrounding communities, safeguarding life and property as part of its day-to-day mission, and the community supports its Coast Guard; and

WHEREAS, the members of the Coast Guard are our friends and neighbors, and engaged members of our community; and

WHEREAS, since March of 2005, Newport has had the honor to be recognized as a Coast Guard City, a designation it still proudly holds nearly two decades later; and

WHEREAS, the men and woman of the Coast Guard are an important part of our community and we are fortunate to have these guardians in our community.

NOW THEREFORE, I, **Jan Kaplan, Mayor of the City of Newport**, do hereby proclaim the month of August as Coast Guard Appreciation Month in the City of Newport and I urge all community members to join me in thanking those serving in the United States Coast Guard, and in recognizing the significance of their presence within our community

Dated: August 19, 2024

Jan Kaplan, Mayor



LEADERSHIP
LINCOLN

Growing Leaders, Connecting Communities

2024 Newport City Graduates
Anna Iaukea, Del Lockwood, and Cathie Rigby

Welcome to

D

I

S

C

D Dominance
I INFLUENCE
S STEADINESS
C COMPLIANCE

The Personal Assessment Report:

- BEHAVIOR> HOW you do what you do.
- DRIVERS> WHY you do what you do.
- COMPETENCY DEVELOPMENT>KNOWLEDGE to enhance and hone skills to improve performance.

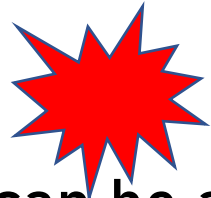




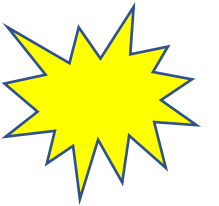
Your Driving Forces & Values

- Drive your behaviors and motivation
- Point to your purpose
- Can be triggers when stepped on

VALUES COME FROM WITHIN US THEY ARE NOT IMPOSED BY THE OUTSIDE WORLD



- DISC evaluation can be an effective tool for professional development. It can help individuals understand their behavioral styles, communication preferences, and tendencies when dealing with conflict.
- The overall goal in using this tool is for the user to apply it to modify their perception and behavior in dealing with different personality types to get the response and outcome they hoped for.



I care deeply about...

so I prioritize...

My definition
of this value is...

Authenticity

Showing up as my whole self.

I am comfortable in my own skin and respect my style, my approach, my way of living.

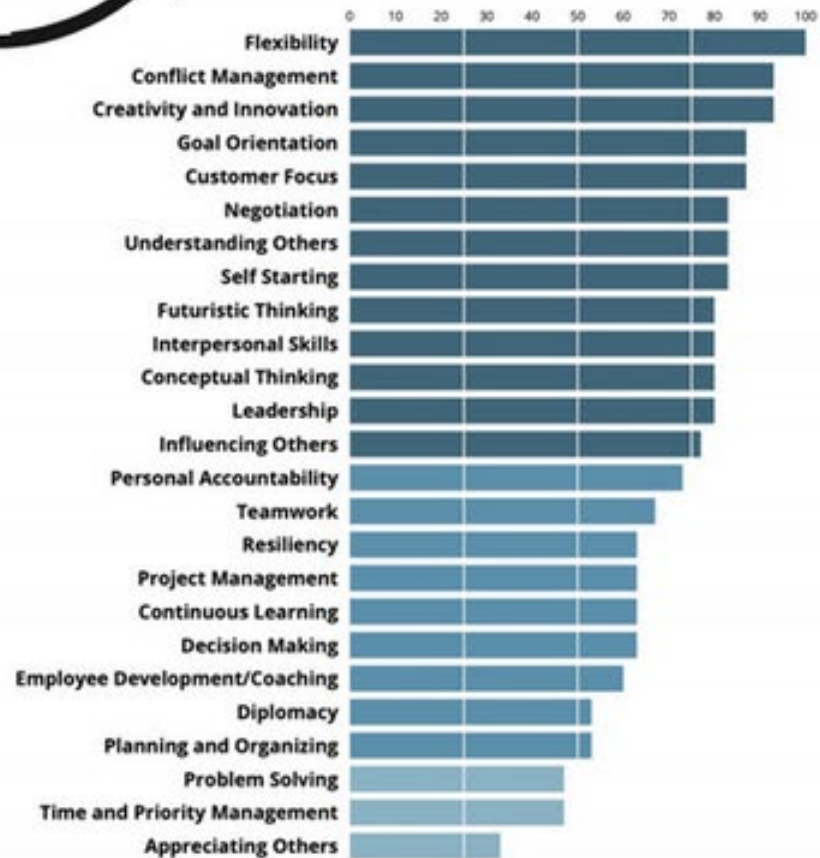


Insight Timer "Purpose" Challenge

Development Indicator

Based on Scores

This section of your report shows your development level of 25 personal skills based on your responses to the questionnaire.



T: 11:58

Development Indicator

Based on Means

This section of your report shows your development level of 25 personal skills, based on your responses to the questionnaire. The 25 personal skills have been categorized into four levels, based on means and standard deviation.



T: 11:58

Growth Steps

1. **Practice** adapting your DISC style to the other person's style.
2. Choose the 5 competencies that you want to learn more about.
3. Optional: continue honing your values

Know Yourself to Lead Yourself

Questions based on Your DISC and Driving Forces Report

I learned the following behaviors contribute positively to increasing my professional effectiveness: (list 1-3)

My report uncovered the following behaviors I need to modify or adjust to make me more effective in my career/job: (list 1-3)

When I make changes to these behaviors, they will have the following impact on my career/job:

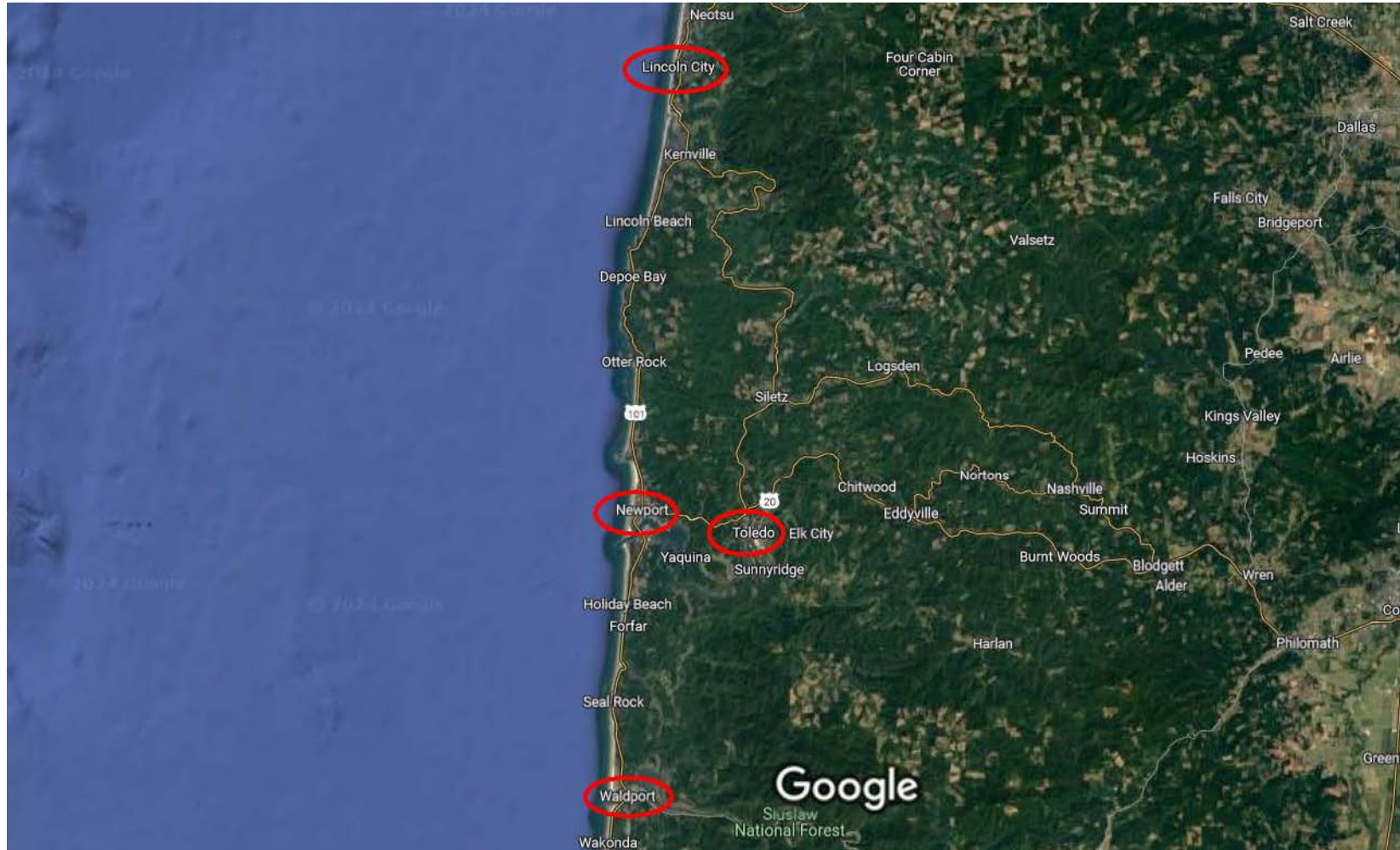
I will make the following changes to my behavior, and I will implement them by – write a date by each change.

I see my Primary Driving Forces influencing/showing up at work in the following ways. (list 1-3)

What is the theme you see emerging?

- Example – Del
- Dedicated-Enthusiastic-Loyal
- Be Patient-Listen-Diplomatic Cooperation
- To better deal with diverse situations involving objective views.
- Implement change now
- 1. I am a Goal-Driven Leader
- 2. I am the “glue” that harmonizes the overall vision.
- 3. I support a cause that will provide a return on investment.

Classes were held throughout Lincoln County



Panel Discussion Topics

Challenges Facing Our
Communities

Health and Human
Services

Blue Economy &
Oceanic Research

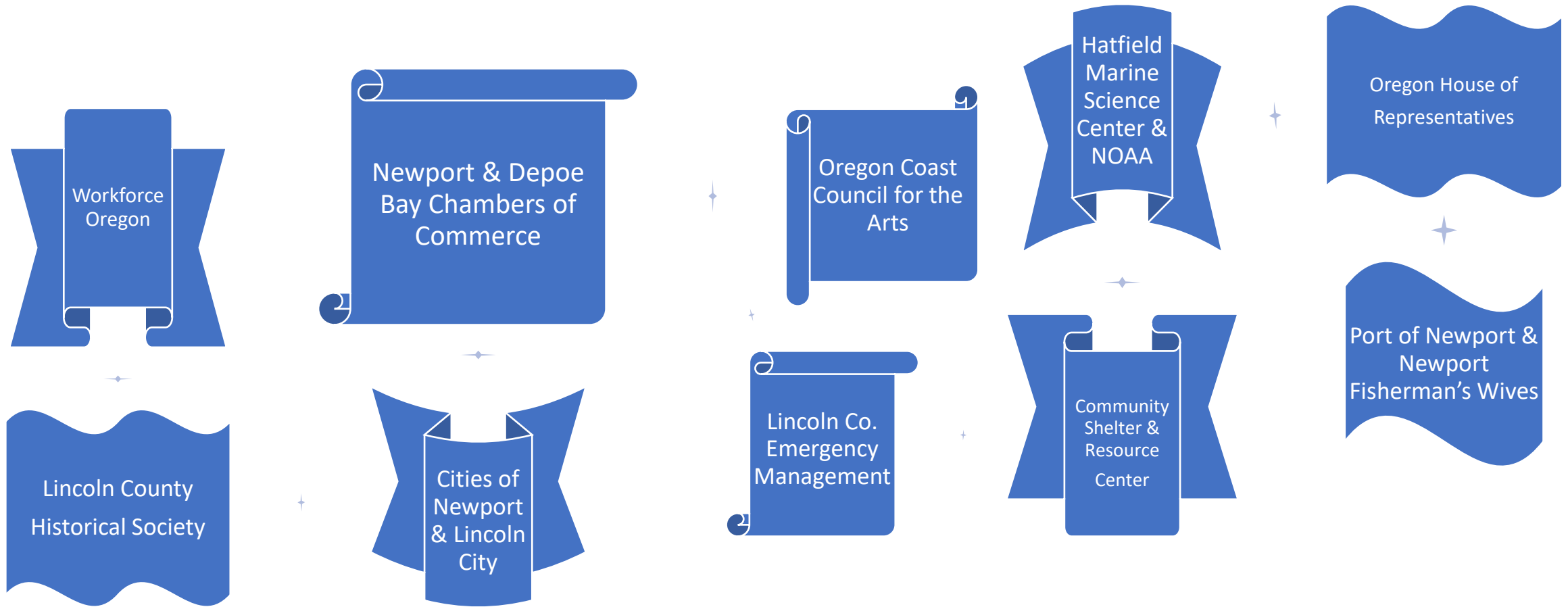
Community Life Through Arts, Leisure
& Recreation

Law Enforcement
& Public Safety

Lincoln County Industries:
Fishing and Tourism

Governance

Leaders From over 40 Organizations Participated in Panel Discussions



QUESTIONS?



Aaron Belloni



Glanna "Meil"



Andrew "GJ" Blair



Anna Laukea



Catherine Rigby



Charmaine LeClair



Chase Klemic



Cheryl Horton



Chris Rogers



Debbie Scacco



Del Lockwood



Diana Katters Vasquez



Douglas Hollbrook



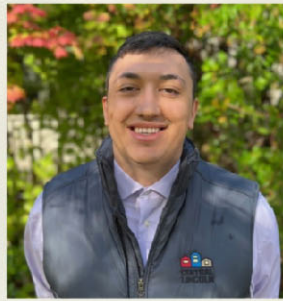
Janet Cumiskey



Jeff Hoey



Jess Palma



John Munnelee



Julian Affuso



Kelly Perry



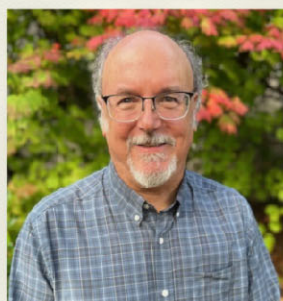
Kelsey Culbertson



Liz Martin



Margaret Treadwell



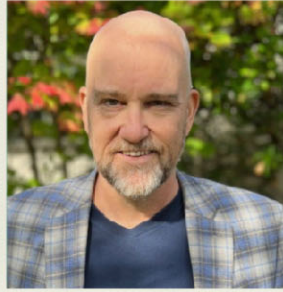
Peter Vince



Sophia Saldana



Taylor Yaunt



Aaron Ferguson



Tim Melton



Jalene Case
Instructor

True Leaders
don't create
followers they
create more
leaders



Maggie Conrad
Facilitator



Lonna Applegate
Committee Chair



Leadership Lincoln
Team



Talaina King
Facilitator





LEADERSHIP LINCOLN

Growing Leaders, Connecting Communities

Leadership Lincoln Registration is Open! Deadline is September 11, 2024

- **Develop your leadership and management skills**
- **Renew your interest in and commitment to the future of Lincoln County**
- **Foster relationships that will enhance positive professional and organizational growth**

Our September 18th, 2024 orientation will be in person at the OCCC Newport Campus. For the rest of the year, classes will be held in various locations around Lincoln County based on the panel discussion topics. Class times are 9am - 3pm on the third Wednesday of each month from September 2024 to May 2025. The cost is \$575.00 and includes all program materials, refreshments, lunch and Graduation dinner.

For more information: call the Newport Chamber office at 541-265-8801 or email info@NewportChamber.org



Video Links for Minutes to be Approved 8-19-2024

Public Art Committee Minutes 6-20-2024

https://thecityofnewport.granicus.com/player/clip/1288?view_id=12&redirect=true

Bicycle and Pedestrian Advisory Committee Minutes May-07-2024

https://thecityofnewport.granicus.com/player/clip/1256?view_id=10&redirect=true

Discover Newport Committee Minutes June-25-2024

https://thecityofnewport.granicus.com/player/clip/1293?view_id=8&redirect=true

Airport Committee Minutes 4-9-2024

https://thecityofnewport.granicus.com/player/clip/1237?view_id=3&redirect=true

Airport Committee Minutes June-11-2024

https://thecityofnewport.granicus.com/player/clip/1283?view_id=3&redirect=true

**City of Newport
Public Arts Council Meeting Minutes
June 20, 2024**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 8:33 A.M. Time End: 10:31 A.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Frances Van Wert	Jeanne Tejada, Deputy City Recorder
Mary Peterson	Anna laukea, Urban Renewal Project Manager
Catherine Rickbone	
Chasse Davidson (arrived at 8:46)	
Bill Posner	
Cynthia Jacobi (Council Liaison)	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER	Peterson called the meeting to order. Roll call followed, with those in attendance stating their names.
APPROVAL OF MINUTES	MOTION was made by Rickbone, seconded by Van Wert to approve the minutes of the May 16, 2024 Public Arts Committee Meeting. MOTION carried unanimously in a voice vote.
DISCUSSION ITEMS	
<p>South Beach Placemaking Project design concepts with DLA via Zoom</p>	<p>Time was turned over to laukea. She introduced DLA, who are attending through Zoom. The committee went to the back of the room to look at the designs and make their suggestions.</p> <p>The committee was invited to a public meeting in South Beach on July 2 at the Marine Studies Building. This meeting is seeking public input on the South Beach Placemaking Project Design.</p>
<p>Juergen Eckstein Sculptures</p>	<p>The committee briefly discussed the cleaning of the Eckstein Sculptures. Davidson reported she can clean it, but then someone at the city would need to rinse it for her.</p>
<p>Public Art Podcast</p>	<p>This is still in the beginning stages. Rickbone and Posner will meet to discuss this. They requested it remain on the agenda for the next meeting.</p>
<p>Pegasus by the Sea Dedication - June 22, 2024 at 4 PM.</p>	<p>Artist will be in attendance. Rickbone will come up with some questions to ask the artist.</p>

South Beach RFP Update	This was discussed earlier with the update from laukea.
Discussion on Obtaining a Rick Bartow Sculpture for Newport	There was a brief discussion on the desire to have a Bartow sculpture. There is a sculpture for sale in Portland right now for \$160,000. The committee would like to further discuss this at the next Public Arts Committee Meeting.
PUBLIC COMMENT	None was heard.
COMMITTEE COMMENT	Davidson brought up the need to get the stairwell cleaned up for the murals. She will be out of town June 30-July 9. Could have a clean-up party mid-July.
ESTABLISH NEXT AGENDA	<p>Rick Bartow Sculpture</p> <p>Update on Mural Project - Davidson</p> <p>Update on Happiness Found</p> <p>Update on Art Seen</p> <p>Ongoing—more than once a month meeting for South Beach Placemaking Project?</p> <p>Estimate and possible approval of plaques for two new pieces of art -Davidson will obtain some prices</p> <p>Public Art Podcast</p>
CONFIRM NEXT MEETING DATE	July 18, 2024 at 8:30 AM.
ADJOURNMENT	10:10 AM

**City of Newport
Bicycle and Pedestrian Advisory Committee**

May 7, 2024

**LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL
169 SW COAST HIGHWAY NEWPORT**

Time Start: 5:30 p.m.

Time End: 5:59 p.m.

ATTENDANCE LOG / ROLLCALL

Chair Michael Rioux - present	Alt Member Lisa Avery - present
Vice-Chair Minda Stiles - present	
Member Herb Fredricksen -present	City Council Liaison Beatriz Botello -not present
Member Dick Keagle - present	Staff Liaison Beth Young AICP -present
AGENDA ITEM	ACTION
A. CALL TO ORDER AND ROLL CALL	Roll Taken
B. AGENDA ADDITIONS -none	None
C. PUBIC COMMENT – There was no public comment	None
D. COMMITTEE COMMENTS – There were no committee comments	None
E. APPROVAL OF March 2024 MINUTES <ul style="list-style-type: none"> • Keagle motioned to adopt the minutes, Avery seconded. Committee unanimously approved March 2024 BPAC meeting minutes. 	Minutes Approved.
F. OTHER BUSINESS F.1 Oceanview Drive Engineer’s Report No comments were made.	
G. REPORTS AND COMMUNICATIONS G.1 Crash Report there were no crashes involving bicyclists or pedestrians in May.	None
H. COMMITTEE COMMENTS -There were no committee comments.	None
I. NEXT MEETING AGENDA BUILD - Reassignments to Goals and Objectives	None
J. CONFIRM NEXT MEETING DATE – June 11 2024 (later cancelled)	None
K ADJOURNMENT - Having no further business, Rioux adjourned the meeting at 5:59 p.m.	Meeting Adjourned

**City of Newport
Discover Newport Committee Minutes
June 25, 2024**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:03 P.M. Time End: 3:31 P.M.

ATTENDANCE LOG/ROLLCALL

COMMITTEE MEMBERS	STAFF
Camille Fournier	Erik Glover, Assistant City Manager/City Recorder
Susan Armstrong	
Hunter Carson	
Josh Conrad (via Zoom)	
Eric Seil (via Zoom)	
From the Chamber:	
	Wayne Patterson, Executive Director

AGENDA ITEM	ACTIONS
CALL TO ORDER AND ROLL CALL Call to Order Roll Call	Carson called the meeting to order. All committee members in attendance stated their name.
ADDITIONS/DELETIONS TO AGENDA	None.
CONSENT CALENDAR Approval of the May 28, 2024 Meeting Minutes	MOTION was made by Fournier, seconded by Carson to move to approve the May 28, 2024 Meeting Minutes. MOTION carried unanimously in a voice vote.
DISCUSSION/ACTION ITEMS Staff Report Agenda Addition- Ernie Hopseker Otter Rock Radio Marketing Recap and Possible Consideration of Extension Amendment to Local Event Marketing Funds Program Rules/Application	Glover presented the Staff Report. Item was skipped, Hopseker was not in attendance. The committee requested an addition to the rules, of the Local Event Marketing application. Specifically to add a #7 as follows. #7. Applicants are encouraged to reach out to local hotels and to create a relationship for their event, following the event they are encouraged to gather stay data for their event relationship and to report this information back with their follow-up report. MOTION was made by Carson, seconded by Fournier to move to add amendment to instructions as item #7. MOTION carried unanimously in a voice vote.

<p>Discussion of Beautification Dollars for August Report to City Council</p>	<p>Patterson reported that beautification/clean-up efforts are moving along and have been well received. A potential mural project was also discussed, as a project for use of a portion of the upcoming beautification funds. Suggestions of Newport related theme of Coast Guard, fisheries, logging and crab murals were given. It was indicated Patterson would speak with the Public Arts Committee. Patterson will bring this back to the next meeting with a report.</p>
<p>Discussion of Reporting Information from Chamber</p>	<p>The committee requested a report on Travel Oregon, be added. Patterson reported there are some limitations to obtaining this information. Patterson reported he will come back to the committee with a plan.</p>
<p>Report Presented to City Council on July 1, 2024</p>	<p>Patterson reported there had been some issues with tracking the budget properly, but it has been figured out. They will now get reports on a monthly basis. Patterson shared that he will bring a full report to the next meeting of the DNC.</p>
<p>Agenda Addition- Possible Meeting Change Schedule During Summer Months</p>	<p>Seil shared that he had requested this item be added to the agenda, but it may not be feasible with all they have on the agenda. The committee discussed possibly taking August off if July meeting goes well.</p> <p>It was noted in discussion that Discover Newport Committee Representative is needed at council on occasion.</p> <p>MOTION was made by Carson, seconded by Armstrong to move to add a standing agenda item regarding potential city council meetings that a committee member may have interest in attending as it impacts the Discover Newport Committee's work. MOTION carried unanimously in a voice vote.</p>
<p>CHAMBER REPORT</p>	
<p>Chamber Report</p>	<p>Patterson presented the Chamber Report. There was a brief discussion possible items to promote. Surf Town Oregon was mentioned.</p> <p>Patterson also presented an update on signage.</p>
<p>PUBLIC COMMENT</p>	<p>None was heard.</p>
<p>ADJOURNMENT</p>	<p>3:31 PM</p>

**City of Newport
Airport Committee Minutes
June 11, 2024**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:06 P.M. Time End: 4:19 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jim Seavers	Lance Vanderbeck, Airport Director.
Dan McCrea	
Mark Watkins	
Doug Lystra	
Susan Painter	
Ralph Busby	
Jeff Bertuleit (absent)	
Cynthia Jacobi, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Busby, called the meeting to order at 2:06 pm, and then conducted roll call.
APPROVAL OF THE MINUTES	Motion made by Watkins, seconded by McCrea, to approve the minutes as presented for, April 9, 2024. Motion passed in vote.
DISCUSSION / ACTION ITEMS	
4.A Air service presentation Paul Schuytema, Executive Director Economic Development Alliance of Lincoln County.	Introduction was made for Paul Schuytema, Executive Director Economic Development Alliance of Lincoln County. Paul information about the business. Talked about a few drivers for air service, i.e., NOAA and local business. Paul provided his findings to the committee. Huge response from the business community and wanting regular air service. Discussion was had on potential next steps. Discussion was had about bringing on an air service consultant. Consensus is to look into this and move the process forward.
4.B Rules of Conduct review with David Allen.	Staff provided information on rules of conduct. A motion was made by Painter, second by McCrea, to recommend to city council to approve rules of conduct for the airport. Passed unanimously in a vote.

AIRPORT COMMITTEE GOALS

1. Pursue commercial airline service to the coast.
 - By December 1, 2024 time establishing the cost of an air service to operate at Newport.
 - Form a local government and business participation group to support the goal of getting air service. Including reaching out to airlines to see what they may need form Newport. Group of support by July 1, 2024.
2. Develop a commercial lease for the Airport Operations Area (AOA).
 - Identify areas for businesses to build and/or operate on the airfield.
 - Identify requirements, work with community development, to determine aviation businesses allowed and permit requirements in the AOA. Fire approval requirement for commercial business.
 - Objective looking to assign a leasing agent once the other items are established by the end of Fiscal year 24/25.
3. Constructing additional T-hangars using FAA BIL grant funding.
 - Objective to identify who will supply hangars.
 - Proceed with site prep and contractor in current Fiscal Year 24/25.
 - T-hangars to be constructed within 24 months.
4. To obtain grant funding for solar energy for airport by 2025. Unless feasibility study says otherwise.
5. Develop automobile parking plan.
 - Identify where potential level 2 charging posts might be located.
 - Identify grants to facilitate the installation of electrical power charging stations.
 - Identify future parking area.
 - All within a year, City initiated.
6. Partner with Federal, State, and Local agencies for emergency preparedness operations at airport.
 - Identify parties, Federal, State, and Local.
 - Responsibility and contact information.
 - Update the Emergency Plan for the airport. By September 2024.
 - Obtain funding from FEMA for large EOP building.
7. Identify the benefits airport provides to private and public. Airport is a benefit for the people of Newport. Rents and leases provide offset in operational cost for the city.
 - General benefits of airport to local community.
 - General benefits to leases, aviation users/business aspect.
 - Breakdown of airport funding from city general fund and airport users.

	<p>8. Establish Information package about the airport.</p> <ul style="list-style-type: none">•Develop brochure to hand to citizens about the benefit of the airport. By May 2024.•Identify a public event at the airport. <p>9. Complete trail from Airport to SW 40th street.</p> <ul style="list-style-type: none">•Work with Community Development identify property need, easements, and rights of ways.
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**City of Newport
Airport Committee Minutes
April 9, 2024**

LOCATION: CITY COUNCIL CHAMBERS, NEWPORT CITY HALL 169 SW COAST HIGHWAY NEWPORT
Time Start: 2:05 P.M. Time End: 3:39 P.M.

ATTENDANCE LOG/ROLLCALL

COUNCIL/BOARD MEMBER	STAFF
Jeff Bertuleit - Chair	Lance Vanderbeck, Airport Director.
Dan McCrea	
Mark Watkins	
Susan Painter	
Doug Lystra	
Ralph Busby	
Cynthia Jacobi, Council Liaison	

AGENDA ITEM	ACTIONS
REGULAR MEETING	
CALL TO ORDER AND ROLL CALL	
Roll Call	Ralph Busby arrived at a later time.
APPROVAL OF THE MINUTES	Motion made by Susan Painter, seconded by Dan McCrea, to approve the minutes as presented for February 13, 2024. Motion passed in vote.
DISCUSSION / ACTION ITEMS	
4.A Airport rules of Conduct Review	Staff provided back ground information to committee about section K of the rules of conduct. Brief discussion was had. Consensus was rules were fine and no additional language was added.
4.B New land lease for Hangar E.	Staff provided information on Land Lease for hangar "E." Motion made by McCrea, seconded by Busby to recommend to City Council a new land lease for Hangar E. Motion carried in vote.
4.C Air service discussion.	Staff provided information related to different types of air service to part 121, part 125, and part 135. Discussion was had about the options of different types of services. Committee suggested to invite Paul

<p>4.D Fiscal Year Budget 2024-2025</p>	<p>Schuytema with Economic Development Alliance of Lincoln County to the next meeting.</p> <p>Staff provided information to committee. Discussion ensued about Fiscal Year 24-25. General consensus by the committee is to raise landing fees to \$50 for aircraft over 12,500 pounds</p> <p>Discussion was had about Seal Rock Water district and the annual cost of water for the airport.</p> <p>Discussion was had about Lincoln County PUD cost for electricity.</p> <p>Discussion was had about the difference in request from FY 23-24 to FY 24-25 around \$400,000. Staff informed committee numbers will be different after finance is completed with their calculations of the budget.</p> <p>Motion was made by Watkins, seconded by Lystra for staff to contact Allen Wells to have 5 acres outside the fence to be put back up for lease. Motion carried in vote.</p> <p>Discussion was had about the T-hangar construction.</p>
<p>OPERATIONS REPORT</p>	<p>Staff provided information for operations report.</p>
<p>COMMITTEE COMMENTS</p>	<p>Discussion was had about the trail from the airport to SE 40th.</p>
<p>PUBLIC COMMENTS</p>	<p>None</p>
<p>ADJOURN</p>	<p>3:39 pm</p>
<p>AIRPORT COMMITTEE GOALS</p>	<ol style="list-style-type: none"> 1. Pursue commercial airline service to the coast. <ul style="list-style-type: none"> •By December 1, 2024 time establishing the cost of an air service to operate at Newport. •Form a local government and business participation group to support the goal of getting air service. Including reaching out to airlines to see what they may need from Newport. Group of support by July 1, 2024. 2. Develop a commercial lease for the Airport Operations Area (AOA). <ul style="list-style-type: none"> •Identify areas for businesses to build and/or operate on the airfield. •Identify requirements, work with community development, to determine aviation businesses

allowed and permit requirements in the AOA. Fire approval requirement for commercial business.

- Objective looking to assign a leasing agent once the other items are established by the end of Fiscal year 24/25.

3. Constructing additional T-hangars using FAA BIL grant funding.

- Objective to identify who will supply hangars.
- Proceed with site prep and contractor in current Fiscal Year 24/25.
- T-hangars to be constructed within 24 months.

4. To obtain grant funding for solar energy for airport by 2025. Unless feasibility study says otherwise.

5. Develop automobile parking plan.

- Identify where potential level 2 charging posts might be located.
- Identify grants to facilitate the installation of electrical power charging stations.
- Identify future parking area.
- All within a year, City initiated.

6. Partner with Federal, State, and Local agencies for emergency preparedness operations at airport.

- Identify parties, Federal, State, and Local.
- Responsibility and contact information.
- Update the Emergency Plan for the airport. By September 2024.
- Obtain funding from FEMA for large EOP building.

7. Identify the benefits airport provides to private and public. Airport is a benefit for the people of Newport. Rents and leases provide offset in operational cost for the city.

- General benefits of airport to local community.
- General benefits to leases, aviation users/business aspect.
- Breakdown of airport funding from city general fund and airport users.

8. Establish Information package about the airport.

- Develop brochure to hand to citizens about the benefit of the airport. By May 2024.
- Identify a public event at the airport.

9. Complete trail from Airport to SW 40th street.

- Work with Community Development identify property need, easements, and rights of ways.



STAFF REPORT
CITY COUNCIL
AGENDA ITEM

Meeting Date: August 19, 2024

Title: Land lease for hangar site K to Gingers Wings, LLC C/O Chris Carlson

Prepared by: Lance Vanderbeck, Airport Director

Recommended Motion: I recommend as part of the consent calendar the City Council consent to the sale of the hangar, on hangar site K to Gingers Wings, LLC C/O Chris Carlson and enter into a land lease with Gingers Wings, LLC C/O Chris Carlson for a new initial lease term of 15 years, and to terminate the existing land lease 1984 with Tim H. and Pamela L. Mugleston effective on the date of the new lease with Gingers Wings, LLC C/O Chris Carlson.

Background Information:

During the August 13, 2024 Airport Committee meeting the above recommendation was approved by the committee to be sent to council.

Mrs. Mugleston informed city staff through voice message on June 25, 2024 hangar K will be sold to Gingers Wings, LLC C/O Chris Carlson. Currently, Chris Carlson will be housing N227RC an SR-20 in hangar K.

Fiscal: Continued revenue for airport.

Attachments: Draft Lease for Gingers Wings, LLC C/O Chris Carlson, Exhibit A Hangar K, agreement 1984 with the Muglestons.

**NEWPORT MUNICIPAL AIRPORT
HANGAR SITE LAND LEASE AGREEMENT**

BETWEEN: The City of Newport, an Oregon Municipal Corporation (**Lessor**)

AND: Gingers Wings, LLC: C/O Chris Carlson, Hangar K (**Lessee**)

EFFECTIVE DATE:

RECITALS

- A. The Newport Municipal Airport (Airport) is operated by and under the jurisdiction of Lessor. In accordance with sound Airport management practices, the Airport rules and regulations and the Airport Plan of Development, as updated and amended from time to time, and other relevant policies of Lessor that apply to Airport usage, certain areas of the Airport are reserved for each of the several types of activities that occur.
- B. Lessee desires to construct and maintain a hangar at the Airport in an area designated for such facilities, and Lessor is willing to Lease the land to Lessee for the purpose of constructing and maintaining such a hangar in accordance with the terms and conditions set forth in this Lease.
- C. The following are attached and incorporated as part of the Lease:
Exhibit A - Description and Map of Leased Premises (land only).

AGREEMENT

- 1. Lease. For the purpose stated in this Lease and on the other terms and conditions stated herein, Lessor leases to Lessee the land as described on the attached Exhibit A, consisting of **1,710 square feet** (Leased Premises).
- 2. Initial Term for a New Lease. The period of the Lease will be fifteen (15) years, commencing and expiring subject to earlier termination in accordance with the terms of this Lease.
- 3. Extension Term. Provided Lessee is not in default in the performance of any term or condition of this Lease, Lessee shall have the option to extend this Lease for two (2) additional terms of five (5) years per term, commencing with the expiration of the first or additional term, upon the following conditions:
 - 3.1 The extension option may be exercised at any time between 360 and 60 days prior to the expiration of the initial term, or any extension term, with written notice given to Lessor by the Lessee. If not exercised within such period and in such manner, the option to extend shall be void. Even if exercised timely, the granting of the option is conditional upon the provisions in this Paragraph 3.

- 3.2 Within sixty (60) days after receipt of Lessee's notice of exercise of the extension option, Lessor shall cause the improvements to be inspected by the Building Official for the City of Newport. The inspection shall be for the purpose of determining the condition of the improvements.
- 3.3 Following the inspection, Lessor shall notify Lessee of the inspection results, including a list of any necessary repairs. The additional term shall be contingent upon Lessee's completion of any necessary repairs and/or resolution of code compliance issues.
- 3.4 Additionally, Lessor may require as a further condition to Lessee's right to continue the Lease for an extension term, that Lessee make such alterations, improvements, or repairs Lessor deems necessary or appropriate for the good of the Airport, taking into consideration the state of repair and condition of other similar and newer improvements located at the Airport, and the overriding desire to maintain clean, safe, and attractive facilities for other users of the Airport. Items considered for improvement shall include, but shall not be limited to, structural integrity of the hangar, exterior finish, condition and operation of doors, and condition of roof. To effectuate any such additional conditions, Lessee's right to continue the Lease during the extension term shall be subject to a supplemental document between Lessor and Lessee, setting forth a reasonable time, determined by Lessor, in which such alterations and repairs will be made, and providing that upon Lessee's failure to make such alterations and repairs within that period, the extension term shall immediately terminate, in which event the provisions of Paragraph 18 shall apply.
- 3.5 As used herein, the Building Official is the individual occupying that position or similar position at the time the inspection is made, or that person's designee or agent, or the individual occupying a similar position in a successor agency or governmental unit having building code jurisdiction over the Airport facilities.
- 3.6 Upon the expiration of the two (2) additional terms of five (5) year extensions, the lease shall terminate. At that time, Lessee may negotiate with Lessor on the terms and conditions of a new lease.

4. **Basic Rent.**

- 4.1 Basic rent is **\$0.294** per square foot of ground space per year. Basic rent shall be due and payable on a monthly basis, **\$41.09** monthly (**\$502.74** annually), prorated to the first day of the month following signing, and due on the same day of each month thereafter.
- 4.2 Any payments or partial payments not made under this Lease shall bear interest at the rate of twelve percent (12%) per annum until paid.

5. **Adjustments to Basic Rent.**

- 5.1 **CPI Adjustment.** The basic rent provided in Paragraph 4 shall be increased each year by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers Portland Area (1982-84 = 100)," or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the previous January 1, with that of January 1 of the current year. In no event shall this calculation cause a reduction in base rent below that payable during the preceding year. The proposed adjustment shall be presented to Lessee by Lessor thirty (30) days prior to the effective date of the assessment.
- 5.2 **Challenge.** Lessee may give Lessor notice, within thirty (30) days of the notice of rental adjustment, challenging Lessor's figures. If any such challenge is not made within thirty (30) days, Lessee's challenge to the figures presented by Lessor shall be deemed waived. The challenge shall be restricted to Lessor's calculations of increases relating to Lessee and, if not resolved by the parties, will be referred to arbitration as described in Paragraph 23.
- 5.3 **Fee.** An annual maintenance fee may be established for hangar lease sites at the Airport pursuant to resolution of the Newport City Council as provided under Newport Municipal Code 9.40.010.
6. **Taxes.** Lessee shall pay when and if levied, any taxes on the Leased Premises, as well as any taxes on improvements and fixtures constructed and maintained on the Leased Premises. If any taxes on the Leased Premises are levied against the Lessor, they shall be reimbursed to the Lessor within thirty (30) days of written notice from Lessor to Lessee.
7. **Pre-Approval of Plans; Required Reviews.** Lessee shall construct and maintain upon the Leased Premises an aircraft hangar which shall in all respects comply with applicable laws, rules, regulations, ordinances, and resolutions of all governmental entities, including Lessor. The plans and specifications of the hangar shall be subject to approval by Lessor. Lessee shall submit such plans and specifications for the Community Development Department's departmental review process. No site preparation or construction shall be commenced without first obtaining the written approval of the City Manager or designee. The Lease will be subject to Lessee obtaining any required reviews for impact on project stormwater erosion control, and any other reviews deemed necessary by Lessor.
8. **Construction of Improvements.** Lessee shall construct its planned facilities and install therein all necessary fixtures, equipment, and accessories, all of which

shall be in accordance with the terms and conditions of this Lease and any applicable city code or FAA requirements. Lessee shall complete construction of the new improvements within two (2) years after the Effective Date of this Lease. Existing improvements shall be deemed to have been appropriately constructed so long as they are well-maintained and meet all applicable city code and FAA requirements. It is expressly understood that upon the expiration of the Lease, all hangar improvements shall become property of Lessor.

- 8.1 Lessee agrees to reimburse Lessor for the apportioned costs of roadway improvements including, but not limited to: excavation, paving, drainage, and fencing required for all extensions of the access road to the Leased Premises. Lessee shall be responsible for the cost of all extensions, as applicable, of all water, sewer, and other utilities to the Leased Premises, as well as any fees for obtaining service. Lessee shall be responsible for payment at the time improvements are completed. Lessee shall remit payment to Lessor within thirty (30) days from the date of invoice.
- 8.2 Lessee agrees to construct, at Lessee's expense, aircraft access improvements, including without limitation driveways, taxi lanes, aprons, and ramps to its planned facility. Construction and location of the access improvements shall comply with specifications set forth by Lessor at the time of plan's approval. Lessee understands that those portions of the constructed Airport access improvements situated outside the boundaries of the Leased Premises shall become, immediately upon their completion to Lessor's satisfaction, the property of Lessor. All construction and any connections to the runway of any apron or taxi lane shall in addition be governed by any rules or regulations regarding Airport operations and must be approved of and overseen by Airport management. Constructed facilities shall not be occupied until access is completed and accepted by Lessor.
- 8.3 Upon completion of improvements, Lessee shall provide an 8 ½" x 11" site plan detailing a scaled drawing of the Leased Premises, hangar foot print, office area, parking, landscaping, and any other improvements.
- 8.4 The provisions provided above do not relieve Lessee from compliance with all applicable building code requirements and acquiring all necessary licenses and permits from any governmental authority.
- 8.5 If the aircraft hangar or other improvements on the Leased Premises are damaged or destroyed, Lessee shall do whatever is necessary to repair, rebuild, or restore the structure and other improvements to substantially the same condition existing prior to the damage or destruction within 180 days of the date of destruction. Upon written request from Lessee, Lessor may extend the 180-day timeline to the extent reasonably necessary due to conditions beyond the control of Lessee.

9. **Use of the Leased Premises.** Use of the Leased Premises is limited to aeronautical uses. The Lessee may use the Leased Premises, at its own risk, for the following purposes and for no other purpose (including commercial or business use) without the prior written approval of the Airport Director:
 - 9.1 Construction of an aircraft hangar for private use by the Lessee in accordance with Airport rules and regulations;
 - 9.2 Storage of aircraft;
 - 9.3 Supplies, equipment, and other ancillary items necessary for the safe operations and maintenance of the Lessee's aircraft;
 - 9.4 Construction, maintenance, and repair of Lessee's aircraft by Lessee or by a person or firm in accordance with current and applicable future Airport rules and regulations.
 - 9.5 The hangar cannot be used for temporary or permanent residential use.
 - 9.6 Storage of non-aeronautical items that do not interfere with the aeronautical use of the hangar, in accordance with FAA and any related Airport rules and regulations.
10. **Lessee's Additional Use Rights.** Lessee shall have the use of Airport facilities and navigational aids for the purpose of landing, taking off, and taxiing of Lessee's aircraft, and related rights of ingress and egress 24 hours a day, subject to the current or any amended laws, rules, regulations, ordinances, and resolutions of applicable governmental bodies, including Lessor.
11. **Restriction on Assignment and Sublease.** Lessee shall not assign this Lease, or any interest herein, including a sale/purchase of Lessee's aircraft hangar, or sublease the Leased Premises without the prior written consent of Lessor. As a condition of any consent to assignment, Lessor may require one or more of the following:
 - 11.1 **Updating Lease.** Lessor may require or allow Lessee and/or the assignee to execute Lessor's then current form of hangar site Lease, including a new initial lease term of fifteen (15) years, or a partial or complete amendment of this Lease to incorporate the terms and provisions of Lessor's then current form of hangar site Lease.
 - 11.2 **Environmental Assessment.** If Lessor reasonably believes that there is a question regarding hazardous materials or other environmental issues that relate to Lessee's use of the premises, Lessor may require, as a condition of assignment, an environmental assessment. Such assessment would be at Lessee's expense, as a condition of approval of assignment.

- 11.3 Assumption. The assignee shall expressly assume Lessee's obligations under this Lease, as may be modified in accordance with Paragraph 11.1. Any approval of assignment is not a release from any and all obligations of Lessee under the Lease, except to the extent that Lessor specifically, in writing, releases Lessee from such obligations. This provision does not apply to any of assignor Lessee's obligations as set forth in Paragraph 12.6.
- 11.4 As a condition of approval, Lessor may require any improvements to the Leased Premises to bring it into compliance with rules or regulations of the Airport.
12. **Specific Obligations of Lessee.** In connection with Lessee's occupancy and use of the Leased Premises, the following specific conditions shall apply:
- 12.1 Utilities. Lessor shall not be obligated to furnish any utilities or utility services to the Leased Premises. If, upon Lessee's request, Lessor agrees to provide utility services to the Leased Premises as a condition of providing service, Lessee shall be responsible for all costs of installation of such service, including transmission lines, connection fees and utility service charges. Prior to construction, a payment agreement in a form acceptable to the Lessor shall be entered into between the parties. If payment includes costs of any transmission lines that have the potential for use by other lessees, there would be included a repayment schedule to the original paying Lessee as other parties apply for service. Such reimbursement agreement shall not exceed ten (10) years in length.
- 12.2 Maintenance. Lessee shall, at its own cost, keep and maintain the Leased Premises, including hangar building, grounds, and all other improvements in good condition and repair. In determining whether or not the Leased Premises are in proper condition, the Airport Director shall take into consideration the appearance and character of other similar improvements at the Airport which are in good condition and repair. It is specifically acknowledged that the condition or repair includes appearance and improvements of the Leased Premises, and therefore the condition of paint or other exterior finish. Lessee shall not store parts, equipment, or other materials outside the hangar structure. Lessee shall not permit any refuse or debris to be deposited or to accumulate on the Leased Premises. Lessee shall not permit any bird nesting or attractants on the Leased Premises. Failure to maintain the Leased Premises shall be deemed a breach of this Lease.
- 12.3 Taxi Lane. The cost of construction of the taxi lane shall be an obligation of the Lessee. Such construction shall be subject to the approval of the Lessor. Once constructed, the Lessor shall be responsible for maintenance and repair of the taxi lane. A taxi lane is defined as the portion of the aircraft parking area used for access between taxiways and

aircraft parking positions. A taxiway is defined as a path connecting runways with ramps, hangars, terminals, and other facilities.

- 12.4 Compliance with Laws. Lessee shall comply with all applicable laws, ordinances, resolutions, rules, and regulations of any governmental bodies having jurisdiction over the Airport with respect to Lessee's activity in relation to the use and occupancy of the Leased Premises, and of the Airport in general. Any act or failure to act by Lessee or by any subtenant, employee, invitee, or agent of Lessee in violation of any such laws, ordinances, resolutions, rules, and regulations shall be deemed a violation of this Lease.
- 12.5 Airport Rules and Regulations. Lessee's obligation under Paragraph 12.4 shall include, but not be limited to, the rules and regulations of the Airport. Lessor reserves the right to adopt additional rules and regulations and amend existing and future rules and regulations which govern the Leased Premises and the facilities at the Airport used by the Lessee. Lessee agrees to observe, obey, and abide by all such rules and regulations currently existing or hereafter adopted or amended. Any action or failure to act by Lessee or by any subtenant, employee, invitee, or agent of Lessee which is in violation of such rules and regulations shall be deemed a violation by Lessee of this Lease.
- 12.6 Environmental Laws. Lessee's obligations under this Lease specifically include, but are not limited to, strict and timely compliance with all environmental laws. Lessee shall ensure that all operations on the Leased Premises comply with all environmental laws and orders of any governmental authorities having jurisdiction under any environmental laws. Lessee shall exercise extreme care in handling hazardous substances and shall undertake any and all preventive, investigatory, or remedial action (including emergency response, removal, containment, and other remedial action) which is either required by any applicable environmental laws or orders of any governmental authority having jurisdiction under such laws, or necessary to prevent or minimize property damage, personal injury or damage to the environment or threat of any such damage or injury, by releases of, or exposure to, hazardous materials in connection with the Leased Premises or operations thereon. Lessee shall immediately notify Lessor upon becoming aware of any leak, spill, release or disposal of hazardous substances on, under, or adjacent to the Leased Premises. In the event Lessee fails to perform any of Lessee's obligations under this paragraph, Lessor may, but shall not be required to, perform such obligations at Lessee's expense. In performing any such obligations of Lessee, Lessor shall at all times be deemed the agent of Lessee and shall not, by reason of such performance, be deemed to be assuming any responsibility of Lessee under any environmental law or to any other third party. At any time Lessor reasonably requests, Lessee shall provide to Lessor further assurance of Lessee's compliance with this paragraph. The

assurances shall be in a form and substance satisfactory to Lessor, in Lessor's sole discretion, and may include but not be limited to, Lessee providing to Lessor an environmental audit or assessment from a source acceptable to Lessor, at Lessee's expense.

12.6.1 As used in this Lease, the term "environmental laws" means all state, federal, and local statutes, regulations, and ordinances relating to the protection of human health and the environment.

12.6.2 In this Lease, the term "hazardous materials" is used in its very broadest sense and refers to materials that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health and to the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported, or otherwise handled on the Leased Premises. The term includes, without limitation, petroleum products or crude oil or any fraction thereof, and any and all hazardous or toxic substances, materials, or wastes as defined by or listed under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act, and any other environmental laws.

12.7 Signs. In addition to complying with any rule(s) or regulation(s) of Lessor pertaining to signs, Lessee shall not permit to be maintained any sign on the Leased Premises or at the Airport without the prior written approval of the Airport Director. This approval and rules and regulations are in addition to any rules or regulations that would apply to this site by any applicable governmental jurisdiction.

12.8 Aviation Easement. Lessee acknowledges that its right to use the Leased Premises shall be secondary and subordinate to the operation of the Airport. Lessor reserves a right of flight for the passage of aircraft in the airspace above the Leased Premises together with the right to cause noise inherent in the operation of aircraft. Lessee shall not take any action or construct any improvements that interfere with the navigational aids of flight operations of the Airport.

12.9 Security. Lessee recognizes its obligation to comply with federal airport security regulations. Lessee shall reimburse Lessor in full for any fines or penalties levied against Lessor for security violations as a result of any actions on the part of Lessee, its agents, invitees, or employees.

13. **Liability to Third Parties.**

13.1 Lessee's Indemnification. Lessee shall at all times indemnify, protect, defend, and hold harmless Lessor, its officers, agents, and employees

from any claims, demands, losses, actions, or expenses, including attorney fees, to which Lessor may be subject by reason of any property damage or personal injury arising or alleged to arise from the acts or omissions of Lessee, its agents, invitees, or employees, or in connection with the use, occupancy, or condition of the Leased Premises.

- 13.2 **Liability Insurance Required.** Lessee shall procure and maintain throughout the term of this Lease and any extension, at Lessee's cost, public liability and property damage insurance from a company authorized to do business in the State of Oregon with the combined single limit of not less than \$1,000,000 and the general aggregate of not less than \$2,000,000 for bodily injury, death, personal property or property damage in connection with Lessee's use or occupancy of the Leased Premises, or the exercise of enjoyment of rights or privileges granted by this Lease. Lessor shall have the right to require Lessee to increase the limits of such coverage from time to time to an amount deemed by Lessor to be reasonable in view of conditions and circumstances existing at the time of such increase. Such circumstances include any modification by either court ruling or legislative change to the maximum recovery allowed under the Oregon Tort Claims Act. The insurance shall name Lessor, its officers, agents, and employees as additional insureds with the stipulation that the insurance, as to the interests of Lessor, shall not be invalidated by any act or neglect or breach of contract by Lessee. Lessee shall provide Lessor with a certificate of insurance evidencing the required coverage, with a thirty (30) day notice of cancellation or material change in coverage and shall provide Lessor with such evidence that the policy remains in force as Lessor may require from time to time.
- 13.3 **Liens.** Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased Premises and shall keep Leased Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
14. **Subordination.** This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the State of Oregon and/or the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport, or any amendments thereto.
15. **Cessation of Airport Operation.** Lessor, regardless of the terms of this lease, as a result of any orders of the State of Oregon, the United States, or any other

governmental unit or instrumentality, may cease airport operations. Lessee acknowledges Lessor's right to cease such operations and releases Lessor from any and all damage claims by Lessee against Lessor as a result of such cessation of operations. This release does not apply to any other party who may be the basis for Lessor's cessation of operations. Subject to the orders of cessation, Lessee shall be granted a period of twelve (12) months free of any rents and fees in which to cause the Leased Premises to be restored to a condition free of all improvements, including hangars and debris. Lessor shall not be liable to Lessee for any damages related to loss in use of the Leased Premises due to action under this paragraph. This provision does not eliminate any obligations of Lessee as a result of liability or indemnification obligations as set forth in other provisions of this lease.

16. **Airport Development.** Regardless of the term of this lease, Lessor, at Lessor's discretion or as a result of any orders of the State of Oregon, United States, or any other governmental unit or instrumentality having authority over the property may require the cessation of use of the specific Leased Premises for their leased purposes, prior to the expiration of this lease for the purpose of airport development. At Lessor's option and expense, Lessor shall either (1) dismantle and move to another leasable premises on the Airport property, and there re-erect Lessee's improvement(s) or, (2) purchase Lessee's improvement for fair market value as determined below. If Lessor acts under the first option, the lease reference to location of the Leased Premises shall change, and all other remaining terms of the expired lease shall continue in full force and effect.

Fair market value under the second option shall be for an amount not less than the fair market value of the improvement immediately prior to determination as determined by an appraisal conducted by an independent appraiser engaged by Lessor. Specifically, the appraiser shall not determine salvage value, but rather the fair market value of the improvement, assuming the Airport was to remain in existence or the party to continue to use the leased area. Purchase price shall be determined and all funds transferred within 180 days of termination. Obligations of removal shall be Lessor's. This action does not eliminate any obligations of Lessee as a result of any liability or indemnification obligations as set forth in other provisions of this lease.

17. **Eminent Domain.** If the Leased Premises and any improvements thereon are taken as a result of eminent domain proceedings, it shall be as if termination was a result of Paragraph 15, except the time allowed for removal of Lessee's improvements by Lessee shall be subject to the time limitation in any condemnation order or twelve (12) months, whichever is shorter. Lessor shall be entitled to all proceeds of condemnation as applied to the value of any real property condemned. Lessee shall be entitled to the value of all improvements. Lessee specifically waives any claims against Lessor as a result of condemnation, except such condemnation as may be instituted by Lessor upon Lessor's own actions and not as a result of any order by other governmental unit.

18. **Removal of Personal Property and Fixtures.**

18.1 Lessee shall remove all personal property and return the Leased Premises to proper condition upon the end of the term(s), or other cessation of use by Lessee, as set forth below. Lessee shall remove all Lessee property except fixtures permanently or semi-permanently affixed, which shall become property of the Lessor upon lease termination or abandonment by Lessee, and restore the grounds to a clean and orderly condition free of all debris.

18.2 Abandonment. If Lessee abandons the Leased Premises, Lessor may treat such abandonment as a default under this Lease, and Lessor may exercise any rights it may have as in the case of default for which Lessee is not entitled to notice. Lessee shall be deemed to have abandoned the Leased Premises if it fails to occupy the same for a period of three (3) months; however, Lessor may consider Lessee to have abandoned the Leased Premises by other acts, words, or conduct evidencing abandonment or intent to abandon the Leased Premises. Any personal property remaining on the Leased Premises sixty (60) days after termination of this Lease for any reason shall be deemed as abandoned by Lessee and Lessor may make any disposition of such personal property as it deems appropriate. Lessor may charge Lessee for the reasonable costs incurred in disposing of such personal property. Upon abandonment, Lessee loses all rights and options set forth in Paragraph 18.1. Lessee remains responsible for all Lessor's costs.

19. **Default.** Lessee shall be in default under this Lease upon the occurrence of any one or more of the following events (time of payment and performance being of the essence):

19.1 Failure of Lessee to pay any rent or other charges within thirty (30) days after the same becomes due.

19.2 Except as otherwise provided in this Paragraph 19, the failure of Lessee to comply with any term or condition, to fulfill any obligation, or to cure any violation of this Lease within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Lessee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Lessor may require, as part of the cure of any violation by Lessee, reimbursement from Lessee for any and all costs and expenses incurred by Lessor by reason of Lessee's violation of this Lease.

- 19.3 If Lessee cures a deficiency in the manner described in Paragraph 19.2, Lessee's subsequent failure to comply with the same term or condition within twenty-four (24) months shall constitute immediate default without requirement of notice or opportunity to cure.
- 19.4 If Lessee sub-leases or otherwise assigns its interests in this Lease, except in accordance with the provisions of the Lease, default shall be automatic without requirement of notice or opportunity to cure.
- 19.5 Lessee shall also be in default in the event of:
1. Lessee's insolvency;
 2. An assignment by Lessee for the benefit of creditors;
 3. The filing by Lessee of a voluntary petition of bankruptcy action;
 4. Adjudication that Lessee is bankrupt;
 5. The filing of an involuntary petition of bankruptcy and the failure of Lessee to seek a dismissal of the petition within thirty (30) days after the filing; and
 6. The attachment of or the levy of execution on the Lease hold interest and failure of the Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days after such attachment or execution;
 7. Abandonment of the Leased Premises.
20. **Inspections.** Lessor shall have, at all times during normal business hours, the right to enter into the Leased Premises and inspect Lessee's facilities and operations for the purposes of determining Lessee's compliance with its obligations under this Lease. Lessor shall provide at least 24 hours' notice before any inspection except in cases of emergency. Notice shall be sufficient if prominently posted on the building on the Leased Premises 24 hours prior to the inspection.
21. **Remedies on Default.** In the event of a default, the Lease may be terminated at the option of the Lessor by notice in writing to Lessee. The notice of termination may be included in a notice of failure of compliance given under Paragraph 19. If the Leased Premises is abandoned by Lessee in connection with a default, termination shall be automatic and without notice. If the Lease is terminated for any reason, Lessee's liability to Lessor for damages for breach shall survive such termination, and the rights and obligations of the parties shall be as follows:

- 21.1 Lessee shall vacate the Leased Premises immediately, remove any property of Lessee including any fixtures which Lessee is required to remove at the end of the Lease term, perform any cleanup, alterations or other work required to leave the Leased Premises in the condition required by this Lease at the end of the term, and deliver all keys to Lessor. Possession to any structure on the Leased Premises shall immediately revert to Lessor and Lessee shall have no right or claim against Lessor as a result thereof.
- 21.2 Lessor may re-enter, take possession of the Leased Premises, and remove any persons or property by legal action or self-help with the use of reasonable force and without liability for damages.
- 21.3 Following re-entry or abandonment, Lessor may relet the Leased Premises and in that connection may relet all or part of the Leased Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession, and may make any suitable alterations and/or refurbish the Leased Premises, or change the character or use of the Leased Premises, but Lessor shall not be required to relet to any Lessee which Lessor may reasonably consider objectionable.
- 21.4 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law or as set forth in this Lease.
- 21.5 Any holding over after the expiration of the lease, with the written consent of Lessor, will be construed to be a tenancy from month to month, at 150% of the Basic Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Lessor consents to any such holding over, either party may thereafter terminate the tenancy at any time upon thirty (30) days' advance written notice to the other party. Any holding over without consent will be a tenancy at sufferance, which Lessor may terminate at any time without notice.
22. **Attorney Fees and Costs.** In the event any action or claim relating to the enforcement or interpretation of any of the terms of this Lease is made, except as stated in Paragraph 23, the prevailing party shall be entitled to recover all costs, fees, and expenses reasonably incurred, whether or not taxable as costs, including without limitation, attorney fees, inspection and investigation costs, copying charges, and all other related expenses.

In the event any litigation is commenced relating to this Lease, including but not limited to any action or participation by Lessee or Lessor in or connected with a case or proceeding under the Bankruptcy Code or any successor statute, the

prevailing party shall be entitled to recover all costs, fees and expenses reasonably incurred, before and after trial, and on appeal and review, whether or not taxable as costs, including without limitation, attorney fees (including estimated fees to collect a judgment entered in favor of the prevailing party), witness fees (expert or otherwise), deposition costs, inspection and investigation costs, copying charges and all other related expenses. Expenses incurred in the event of arbitration shall be treated as if they were expenses incurred in litigation.

23. **Arbitration.** If any contract dispute arises between the parties, it shall be decided by arbitration unless both parties agree to waive arbitration and proceed with litigation. Upon request for arbitration, the party requesting arbitration shall submit to the other party a list of the names of five independent arbitrators. The other party may select any one of the five. If the parties cannot decide on an arbitrator with qualifications that relate to the dispute at hand within fifteen (15) days, then either party may apply to the presiding judge of the Lincoln County Circuit Court, Oregon, to appoint the required arbitrator.

The Arbitrator shall proceed according to Oregon statutes governing arbitration, and any rules specifically adopted by the parties. If the parties do not agree upon rules for the arbitration, the Arbitrator shall establish rules and advise each respective party. The award of the Arbitrator shall have the effect provided in the Oregon Revised Statutes. The arbitration shall take place in Lincoln County, Oregon. Costs of arbitration and attorney fees and costs may be awarded to a party at the discretion of the Arbitrator.

24. **Discrimination Prohibited.** In connection with Lessee's use and occupancy of the Leased Premises and the conduct of its operations at the Airport, Lessee shall be bound by the following non-discrimination requirements:

24.1 **General.** Lessee will not discriminate against any person or class of persons by reason of race, color, national origin, sex, ancestry, creed, or on any other grounds prohibited by law.

24.2 **Civil Rights Act.** Lessee will not on the grounds of race, creed, color, national origin or on any other prohibited grounds, discriminate or permit any discrimination against any person or group of persons in any manner prohibited by Part 21 of the Rules and Regulations of the Secretary of Transportation, effectuating Title VI of the Civil Rights Act of 1964. Without limiting the generality of the foregoing, Lessee agrees not to discriminate against any employees or applicants for employment because of race, creed, color, national origin or on any other prohibited grounds.

24.3 **FAA required terms.** As required by the FAA, the following clauses are made part of Lessee's obligations under this Lease:

1. Lessee for itself, and its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a US Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. Lessee for itself, and its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction or any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

25. **Non-Waiver.** Waiver by either party of strict performance of any provisions of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provisions in the future or of any other provision. No act or omission shall constitute a waiver of this non-waiver clause.

26. **Notices.** Any notice required or permitted under this Lease shall be considered given when actually delivered in person or when deposited with postage prepaid in the United States mail as registered or certified mail:

To Lessor:

Newport Municipal Airport
c/o City of Newport
169 SW Coast Highway
Newport, Oregon 97365
541.574.0603 n.vetter@newportoregon.gov

To Lessee:

Gingers Wings, LLC C/O Chris Carlson
P.O. Box 1283
Waldport, OR 97394
541.270.4172
onpchris@gmail.com

Or to such other address as may be specified from time to time by either of the parties in writing.

27. **Interpretation and Liability.** In interpreting this Lease, the singular shall include the plural. If Lessee consists of more than one individual or entity, each such individual and entity shall be jointly and severally liable for Lessee's obligations under this Lease.

The provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any actions or suits arising under this Lease must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

28. **Succession.** Subject to the limitations set forth elsewhere in this Lease on the transfer of Lessee's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors, and assigns.

29. **Clearing Matters of Record.** Only at the option of Lessor shall this Lease or a memorandum of this Lease be recorded. If, at the election of Lessor, Lessor determines to create and record a memorandum of this Lease, Lessee shall execute such memorandum at the request of Lessor. In the event this Lease or Lessee's interest in this Lease or in the Leased Premises becomes a matter of record by any means, directly or indirectly, without the consent of Lessor, then at any time after termination of this Lease or termination of Lessee's interest in this Lease, upon request by Lessor, Lessee shall execute documents, in recordable form, as Lessor may reasonably require evidencing the termination of Lessee's interest. This obligation shall survive termination of this Lease and termination of Lessee's interest in this Lease.

30. **Inconveniences During Construction.** Lessee recognizes that from time to time during the term of this Lease, it will be necessary for Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity requiring accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee's operations at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, and representatives by reason of such inconveniences or interruptions and, for and in further consideration of this Lease, Lessee waives any right to claim damages or other considerations therefore, except that rent payable under this Lease shall be abated proportionately during and for such period that access to the Leased

Premises by aircraft of Lessee and its invitees is denied by reason of such inconveniences or interruptions.

- 31. **Rights Not Exclusive.** Except for Lessee's right to use and occupy the Leased Premises under this Lease, nothing in this Lease shall be construed as granting an exclusive right to Lessee.
- 32. **Entire Agreement.** This Lease contains the entire Agreement between the parties concerning the Leased Premises and supersedes all prior agreements, oral and written, concerning the Leased Premises. This Lease may be modified only in writing and signed by the parties.

The individuals executing this Lease warrant that they have full authority to execute this Lease and that they have thoroughly read this Lease prior to executing it.

LESSOR:

LESSEE:

City of Newport
By: Nina Vetter, City Manager

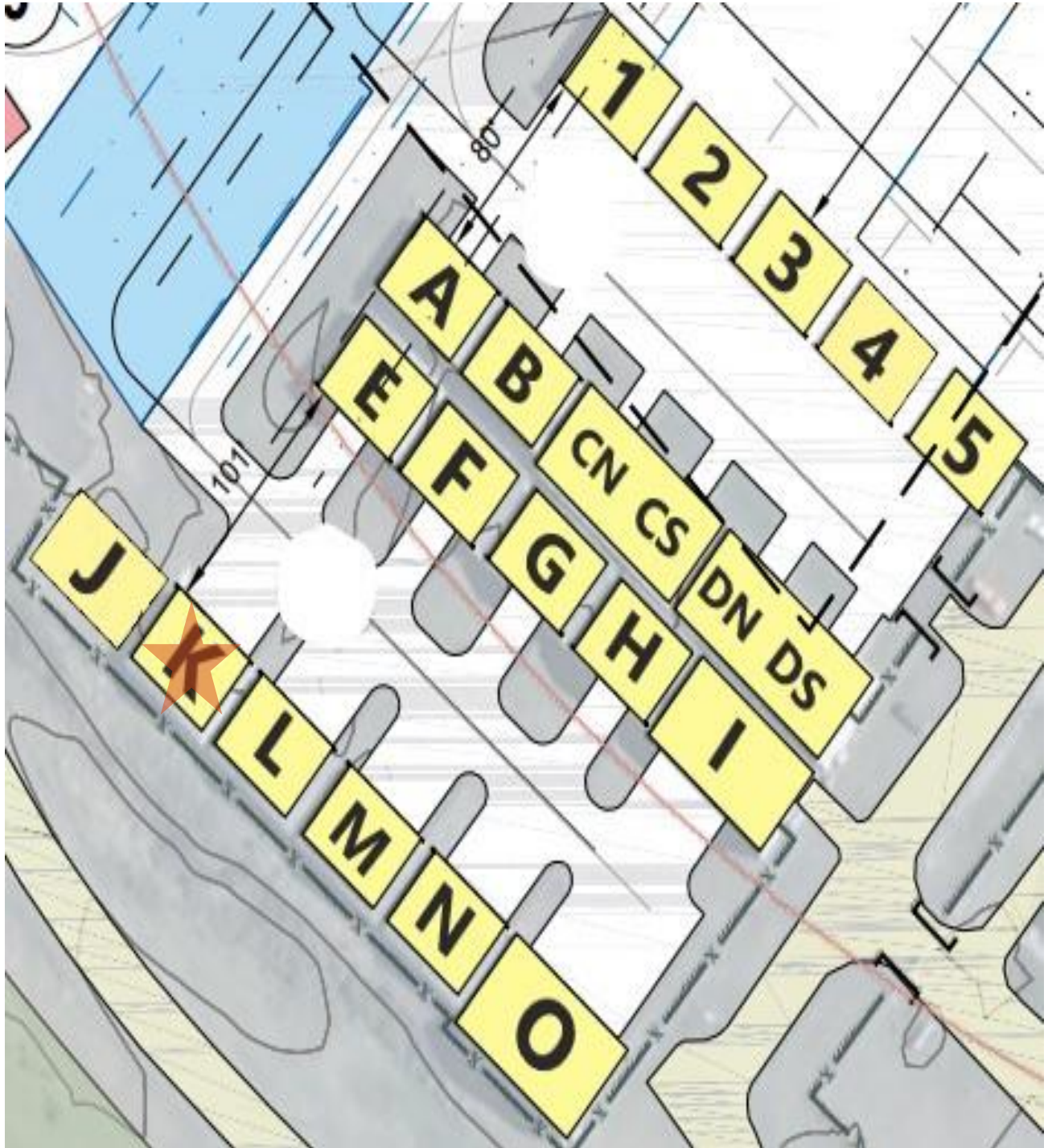
Signature

Signature

Date

Date

Newport Municipal Airport West Hangar Area



**NEWPORT MUNICIPAL AIRPORT
HANGAR SITE LAND LEASE AGREEMENT**

BETWEEN: The City of Newport, an Oregon Municipal Corporation (**Lessor**)

AND: Tim H. and Pamela L. Mugleston (**Lessee**)

EFFECTIVE DATE: April 8, 2014

RECITALS

- A. The Newport Municipal Airport (Airport) is operated by and under the jurisdiction of Lessor. In accordance with sound Airport management practices, the Airport rules and regulations and the Airport Plan of Development, as updated and amended from time to time, and other relevant policies of Lessor, certain areas of the Airport are reserved for each of the several types of activities that occur.
- B. Lessee desires to construct and maintain a hangar at the Airport in an area designated for such facilities, and Lessor is willing to Lease the land to Lessee for the purpose of constructing and maintaining such a hangar in accordance with the terms and conditions set forth in this Agreement.
- C. The following are attached and incorporated as part of the Lease:
Exhibit A - Description and Map of Leased Premises (land only).

AGREEMENT

- 1. Lease. For the purpose stated in this Agreement and on the other terms and conditions stated herein, Lessor leases to Lessee the land as described on the attached Exhibit A, consisting of 1,710 square feet (Leased Premises).
- 2. Initial Term for a New Lease. The period of the Lease will be fifteen (15) years, commencing April 8, 2014, and expiring April 8, 2029, subject to earlier termination in accordance with the terms of this Agreement.
- 3. Extension Term. Provided Lessee is not in default in the performance of any term or condition of this Lease, Lessee shall have the option to extend this Lease for two (2) additional terms of five (5) years per term, commencing with the expiration of the first or additional term, upon the following conditions:
 - 3.1 The extension option may be exercised at any time between 360 and 60 days prior to the expiration of the initial term, or any extension term, with written notice given to Lessor by the Lessee. If not exercised within such period and in such manner, the option to extend shall be void. Even if

exercised timely, the granting of the option is conditional upon the provisions in this Paragraph 3.

- 3.2 Within sixty (60) days after receipt of Lessee's notice of exercise of the extension option, Lessor shall cause the improvements to be inspected by the Building Inspector for the City of Newport. The inspection shall be for the purpose of determining the condition of the improvements.
 - 3.3 Following the inspection, Lessor shall notify Lessee of the inspection results, including a list of any necessary repairs. The additional term shall be contingent upon Lessee's completion of any necessary repairs and/or resolution of code compliance issues.
 - 3.4 Additionally, Lessor may require as a further condition to Lessee's right to continue the Lease for an extension term, that Lessee make such alterations, improvements, or repairs Lessor deems necessary or appropriate for the good of the Airport, taking into consideration the state of repair and condition of other similar and newer improvements located at the Airport, and the overriding desire to maintain clean, safe, and attractive facilities for other users of the Airport. Items considered for improvement shall include, but shall not be limited to, structural integrity of the hangar, exterior finish, condition and operation of doors, and condition of roof. To effectuate any such additional conditions, Lessee's right to continue the Lease during the extension term shall be subject to a supplemental document between Lessor and Lessee, setting forth a reasonable time, determined by Lessor, in which such alterations and repairs will be made, and providing that upon Lessee's failure to make such alterations and repairs within that period, the extension term shall immediately terminate, in which event the provisions of Paragraph 18 shall apply.
 - 3.5 As used herein, the Building Inspector is the individual occupying that position or similar position at the time the inspection is made, or that person's designee or agent, or the individual occupying a similar position in a successor agency or governmental unit having building code jurisdiction over the Airport facilities.
 - 3.6 Upon the expiration of the two (2) additional terms of five (5) year extensions, and provided Lessee is not in default in the performance of any term or condition of this Lease, the Lessor agrees to negotiate a successor agreement with the Lessee.
4. **Basic Rent.**
- 4.1 Basic rent is \$0.22 per square foot of ground space per year. Basic rent shall be due and payable on a monthly basis, prorated to the first day of the month following signing, and due on the same day of each month thereafter.

4.2 Any payments or partial payments not made under this Lease shall bear interest at the rate of twelve percent (12%) per annum until paid.

5. **Adjustments to Basic Rent.**

5.1 **Maintenance Fee.** An annual maintenance fee may be added to the basic rent established for the hangar lease sites at the Airport in accordance with the procedure adopted by the City Council of the City of Newport. The procedure for adjustment may include a share of the costs for city utilities used at the Airport, repairs, maintenance, insurance, licenses, cleaning and costs of labor, and any property taxes or assessments attributable to the Airport premises. The procedure shall include a provision that all such costs included as part of the adjustment are to be directly related to the Airport or use of Airport property. The proposed adjustment shall be presented to the Lessee by Lessor thirty (30) days prior to the effective date of the assessment. Cost to the Lessee shall be determined as a fraction of total cost, the numerator of which is the total square footage of Lessee's leased property, and the denominator is the total rented and Lessor-used square footage, including property used by the Newport Municipal Airport.

5.2 **CPI Adjustment.** The basic rent provided in Paragraph 4 shall be increased each year by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers Portland Area (1982-84 = 100)," or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the previous January 1, with that of January 1 of the current year. In no event shall this calculation cause a reduction in base rent below that payable during the preceding year. The proposed adjustment shall be presented to the Lessee by the City thirty (30) days prior to the effective date of the assessment.

5.3 **Challenge.** Lessee may give Lessor notice, within thirty (30) days of the notice of rental adjustment, challenging Lessor's figures. If any such challenge is not made within thirty (30) days, Lessee's challenge to the figures presented by Lessor shall be deemed waived. The challenge shall be restricted to Lessor's calculations of increases relating to Lessee and, if not resolved by the parties, will be referred to arbitration as described in Paragraph 23.

6. **Taxes.** Lessee shall pay when and if levied, any taxes on the Leased Premises, as well as any taxes on improvements and fixtures constructed and maintained on the Leased Premises. If any taxes on the Leased Premises are levied against the Lessor, they shall be reimbursed to the Lessor within thirty (30) days of written notice from Lessor to Lessee.

7. **Pre-Approval of Plans.** Lessee shall construct and maintain upon the Leased Premises an aircraft hangar which shall in all respects comply with applicable laws, rules, regulations, ordinances, and resolutions of all governmental entities, including Lessor. The plans and specifications of the hangar shall be subject to approval by Lessor. Lessee shall submit such plans and specifications to the Airport Manager. The Airport Manager may withhold approval of Lessee's plans and specifications when, in Manager's reasonable judgment, the proposed development is not consistent with the plans, policies, rules, regulations, standards of quality, and practices at the Airport. No site preparation or construction shall be commenced without first obtaining the written approval of Lessor.
8. **Construction of Improvements.** Lessee shall construct its planned facilities and install therein all necessary fixtures, equipment, and accessories, all of which shall be in accordance with the terms and conditions of this Agreement and any applicable city code or FAA requirements. Lessee shall complete construction of the new improvements within one (1) year after the Effective Date of this Agreement. Existing improvements shall be deemed to have been appropriately constructed so long as they are well-maintained and meet all applicable city code and FAA requirements. It is expressly understood that upon the expiration of the lease agreement, all hangar improvements shall become property of Lessor.
 - 8.1 Lessee agrees to reimburse Lessor for the apportioned costs of roadway improvements including, but not limited to: excavation, paving, drainage, and fencing required for all extensions of the access road to the Leased Premises. Lessee shall be responsible for the cost of all extensions, as applicable, of all water, sewer, and other utilities to the Leased Premises, as well as any fees for obtaining service. Lessee shall be responsible for payment at the time improvements are completed. Lessee shall remit payment to Lessor within thirty (30) days from the date of invoice.
 - 8.2 Lessee agrees to construct, at Lessee's expense, aircraft access improvements, including without limitation driveways, taxi lanes, aprons, and ramps to its planned facility. Construction and location of the access improvements shall comply with specifications set forth by Lessor at the time of plan's approval. Lessee understands that those portions of the constructed Airport access improvements situated outside the boundaries of the Leased Premises shall become, immediately upon their completion to Lessor's satisfaction, the property of Lessor. All construction and any connections to the runway of any apron or taxi lane shall in addition be governed by any rules or regulations regarding Airport operations and must be approved of and overseen by Airport management. Constructed facilities shall not be occupied until access is completed and accepted by Lessor.
 - 8.3 Upon completion of improvements, Lessee shall provide an 8 ½" x 11" site plan detailing a scaled drawing of the Leased Premises, hangar foot print, office area, parking, landscaping, and any other improvements.

- 8.4 The provisions provided above do not relieve Lessee from compliance with all applicable building code requirements and acquiring all necessary licenses and permits from any governmental authority.
- 8.5 If the aircraft hangar or other improvements on the Leased Premises are damaged or destroyed, Lessee shall do whatever is necessary to repair, rebuild, or restore the structure and other improvements to substantially the same condition existing prior to the damage or destruction within 180 days of the date of destruction. Upon written request from Lessee, Lessor may extend the 180-day timeline to the extent reasonably necessary due to conditions beyond the control of Lessee.
9. **Use of the Leased Premises.** Use of the Leased Premises is limited to aeronautical uses. The Lessee may use the Leased Premises for the following purposes and for no other purpose (including commercial use) without the prior written approval of the Airport Manager:
- 9.1 Construction of an aircraft hangar for private use by the Lessee in accordance with Airport rules and regulations;
- 9.2 Storage of aircraft;
- 9.3 Supplies, equipment, and other ancillary items necessary for the safe operations and maintenance of the Lessee's aircraft;
- 9.4 Construction, maintenance, and repair of Lessee's aircraft by Lessee or by a person or firm in accordance with current and applicable future Airport rules and regulations.
10. **Lessee's Additional Use Rights.** Lessee shall have the use of Airport facilities and navigational aids for the purpose of landing, taking off, and taxiing of Lessee's aircraft, and related rights of ingress and egress 24 hours a day, subject to the current or any amended laws, rules, regulations, ordinances, and resolutions of applicable governmental bodies, including Lessor.
11. **Restriction on Assignment and Sublease.** Lessee shall not assign this Lease, or any interest herein, or sublease the Leased Premises without the prior written consent of Lessor. As a condition of any consent to assignment, Lessor may require one or more of the following:
- 11.1 **Updating Lease.** Lessor may require or allow Lessee and/or the assignee to execute Lessor's then current form of hangar site Lease, or a partial or complete amendment of this Lease to incorporate the terms and provisions of Lessor's then current form of hangar site Lease.
- 11.2 **Environmental Assessment.** If Lessor reasonably believes that there is a question regarding hazardous materials or other environmental issues that

relate to Lessee's use of the premises, Lessor may require, as a condition of assignment, an environmental assessment. Such assessment would be at Lessee's expense, as a condition of approval of assignment.

- 11.3 Assumption. The assignee shall expressly assume Lessee's obligations under this Lease, as may be modified in accordance with Paragraph 11.1. Any approval of assignment is not a release from any and all obligations of Lessee under the Lease Agreement, except to the extent that Lessor specifically, in writing, releases Lessee from such obligations. This provision does not apply to any of assignor Lessee's obligations as set forth in Paragraph 12.6.
 - 11.4 As a condition of approval, Lessor may require any improvements to the property to bring it into compliance with rules or regulations of the Airport.
12. **Specific Obligations of Lessee.** In connection with Lessee's occupancy and use of the Leased Premises, the following specific conditions shall apply:
- 12.1 Utilities. Lessor shall not be obligated to furnish any utilities or utility services to the Leased Premises. If, upon Lessee's request, Lessor agrees to provide utility services to the Leased Premises as a condition of providing service, Lessee shall be responsible for all costs of installation of such service, including transmission lines, connection fees and utility service charges. Prior to construction, a payment agreement in a form acceptable to the Lessor shall be entered into between the parties. If payment includes costs of any transmission lines that have the potential for use by other lessees, there would be included a repayment schedule to the original paying Lessee as other parties apply for service. Such reimbursement agreement shall not exceed ten (10) years in length.
 - 12.2 Maintenance. Lessee shall, at its own cost, keep and maintain the Leased Premises, including hangar building, grounds, and all other improvements in good condition and repair. In determining whether or not the Leased Premises are in proper condition, the Airport Manager shall take into consideration the appearance and character of other similar improvements at the Airport which are in good condition and repair. It is specifically acknowledged that the condition or repair includes appearance and improvements of the Leased Premises, and therefore the condition of paint or other exterior finish. Lessee shall not store parts, equipment, or other materials outside the hangar structure. Lessee shall not permit any refuse or debris to be deposited or to accumulate on the Leased Premises. Lessee shall not permit any bird nesting or attractants on the Leased Premises. Failure to maintain the Leased Premises shall be deemed a breach of this Lease.
 - 12.3 Taxi Lane. The cost of construction of the taxi lane shall be an obligation of the Lessee. Such construction shall be subject to the approval of the Lessor.

Once constructed, the Lessor shall be responsible for maintenance and repair of the taxi lane.

- 12.4 Compliance with Laws. Lessee shall comply with all applicable laws, ordinances, rules, and regulations of any governmental bodies having jurisdiction over the Airport with respect to Lessee's activity in relation to the use and occupancy of the Leased Premises, and of the Airport in general. Any act or failure to act by Lessee or by any subtenant, employee, invitee, or agent of Lessee in violation of any such laws, ordinances, rules, and regulations shall be deemed a violation of this Lease.
- 12.5 Airport Rules and Regulations. Lessee's obligation under Paragraph 12.4 shall include, but not be limited to, the rules and regulations of the Airport. Lessor reserves the right to adopt additional rules and regulations and amend existing and future rules and regulations which govern the Leased Premises and the facilities at the Airport used by the Lessee in connection with the Leased Premises. Lessee agrees to observe, obey, and abide by all such rules and regulations currently existing or hereafter adopted or amended. Any action or failure to act by Lessee or by any subtenant, employee, invitee, or agent of Lessee which is in violation of such rules and regulations shall be deemed a violation by Lessee of this Lease.
- 12.6 Environmental Laws. Lessee's obligations under this Lease specifically include, but are not limited to, strict and timely compliance with all environmental laws. Lessee shall ensure that all operations on the Leased Premises comply with all environmental laws and orders of any governmental authorities having jurisdiction under any environmental laws. Lessee shall exercise extreme care in handling hazardous substances and shall undertake any and all preventive, investigatory, or remedial action (including emergency response, removal, containment, and other remedial action) which is either required by any applicable environmental laws or orders of any governmental authority having jurisdiction under such laws, or necessary to prevent or minimize property damage, personal injury or damage to the environment or threat of any such damage or injury, by releases of, or exposure to, hazardous materials in connection with the Leased Premises or operations thereon. Lessee shall immediately notify Lessor upon becoming aware of any leak, spill, release or disposal of hazardous substances on, under, or adjacent to the Leased Premises. In the event Lessee fails to perform any of Lessee's obligations under this paragraph, Lessor may, but shall not be required to, perform such obligations at Lessee's expense. In performing any such obligations of Lessee, Lessor shall at all times be deemed the agent of Lessee and shall not, by reason of such performance, be deemed to be assuming any responsibility of Lessee under any environmental law or to any other third party. At any time Lessor reasonably requests, Lessee shall provide to Lessor further assurance of Lessee's compliance with this paragraph. The assurances shall be in a form and substance satisfactory to Lessor, in

Lessor's sole discretion, and may include but not be limited to, Lessee providing to Lessor an environmental audit or assessment from a source acceptable to Lessor, at Lessee's expense.

12.6.1 As used in this Agreement, the term "environmental laws" means all state, federal, and local statutes, regulations, and ordinances relating to the protection of human health and the environment.

12.6.2 In this Agreement, the term "hazardous materials" is used in its very broadest sense and refers to materials that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health and to the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported, or otherwise handled on the Leased Premises. The term includes, without limitation, petroleum products or crude oil or any fraction thereof, and any and all hazardous or toxic substances, materials, or wastes as defined by or listed under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act, and any other environmental laws.

12.7 Signs. In addition to complying with any rule(s) or regulation(s) of Lessor pertaining to signs, Lessee shall not permit to be maintained any sign on the leased Premises or at the Airport without the prior written approval of the Airport Manager. This approval and rules and regulations are in addition to any rules or regulations that would apply to this site by any applicable governmental jurisdiction.

12.8 Aviation Easement. Lessee acknowledges that its rights to use the property shall be secondary and subordinate to the operation of the Airport. Lessor reserves a right of flight for the passage of aircraft in the airspace above the Leased Premises together with the right to cause noise inherent in the operation of aircraft. Lessee shall not take any action or construct any improvements that interfere with the navigational aids of flight operations of the Airport.

12.9 Security. Lessee recognizes its obligation to comply with federal airport security regulations. Lessee shall reimburse Lessor in full for any fines or penalties levied against Lessor for security violations as a result of any actions on the part of Lessee, its agents, guests, or employees.

13. Liability to Third Parties.

13.1 Lessee's Indemnification. Lessee shall at all times indemnify, protect, defend, and hold harmless Lessor, its officers, agents, and employees from any claims, demands, losses, actions, or expenses, including attorney's

fees, to which Lessor may be subject by reason of any property damage or personal injury arising or alleged to arise from the acts or omissions of Lessee, its agent, or its employees, or in connection with the use, occupancy, or condition of the Leased Premises.

- 13.2 **Liability Insurance Required.** Lessee shall procure and maintain throughout the term of this Lease and any extension, at Lessee's cost, public liability and property damage insurance from a company authorized to do business in the State of Oregon with the combined single limit of not less than \$1,000,000 for bodily injury, death, personal property or property damage in connection with Lessee's use or occupancy of the Leased Premises, or the exercise of enjoyment of rights or privileges granted by this Lease. Lessor shall have the right to require Lessee to increase the limits of such coverage from time to time to an amount deemed by Lessor to be reasonable in view of conditions and circumstances existing at the time of such increase. Such circumstances include any modification by either court ruling or legislative change to the maximum recovery allowed under the Oregon Tort Claims Act. The insurance shall name Lessor, its officers, agents, and employees as additional insureds with the stipulation that the insurance, as to the interests of Lessor, shall not be invalidated by any act or neglect or breach of contract by Lessee. Lessee shall provide Lessor with a certificate of insurance evidencing the required coverage, with a thirty (30) day notice of cancellation or material change in coverage and shall provide Lessor with such evidence that the policy remains in force as Lessor may require from time to time.
- 13.3 **Liens.** Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased Premises and shall keep Leased Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
14. **Subordination.** This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the State of Oregon and/or the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport, or any amendments thereto.
15. **Cessation of Airport Operation.** Lessor, regardless of the terms of this lease, as a result of any orders of the State of Oregon, the United States, or any other governmental instrumentality, may cease airport operations. Lessee acknowledges Lessor's right to cease such operations and releases Lessor from

any and all damage claims by Lessee against Lessor as a result of such cessation of operations. This release does not apply to any other party who may be the basis for Lessor's cessation of operations. Subject to the orders of cessation, Lessee shall be granted a period of twelve (12) months free of any rents and fees in which to cause the Leased Premises to be restored to a condition free of all improvements, including hangars and debris. Lessor shall not be liable to Lessee for any damages related to loss in use of the Leased Premises due to action under this paragraph. This provision does not eliminate any obligations of Lessee as a result of liability or indemnification obligations as set forth in other provisions of this lease.

16. **Airport Development.** Regardless of the term of this lease, Lessor, at Lessor's discretion or as a result of any orders of the State of Oregon, United States, or any other governmental unit having authority over the property may require the cessation of use of the specific Leased Premises for their leased purposes, prior to the expiration of this lease for the purpose of airport development. At Lessor's option and expense, Lessor shall either (1) dismantle and move to another leasable premises on the Airport property, and there re-erect Lessee's improvement(s) or, (2) purchase Lessee's improvement for fair market value as determined below. If Lessor acts under the first option, the lease reference to location of the Leased Premises shall change, and all other remaining terms of the expired lease shall continue in full force and effect.

Fair market value under the second option shall be for an amount not less than the fair market value of the improvement immediately prior to determination as determined by an appraisal conducted by an independent appraiser engaged by Lessor. Specifically, the appraiser shall not determine salvage value, but rather the fair market value of the improvement, assuming the Airport was to remain in existence or the party to continue to use the leased area. Purchase price shall be determined and all funds transferred within 180 days of termination. Obligations of removal shall be Lessor's. This action does not eliminate any obligations of Lessee as a result of any liability or indemnification obligations as set forth in other provisions of this lease.

17. **Eminent Domain.** If the Leased Premises and any improvements thereon are taken as a result of eminent domain proceedings, it shall be as if termination was a result of Paragraph 15, except the time allowed for removal of Lessee's improvements by Lessee shall be subject to the time limitation in any condemnation order or twelve (12) months, whichever is shorter. Lessor shall be entitled to all proceeds of condemnation as applied to the value of any real property condemned. Lessee shall be entitled to the value of all improvements. Lessee specifically waives any claims against Lessor as a result of condemnation, except such condemnation as may be instituted by Lessor upon Lessor's own actions and not as a result of any order by other governmental unit.

18. **Removal of Personal Property and Fixtures.**

- 18.1 Lessee shall remove all personal property and return the Leased Premises to proper condition upon the end of the term(s), or other cessation of use by Lessee, as set forth below. Lessee shall remove all Tenant property except fixtures permanently or semi-permanently affixed, which shall become property of the Lessor upon lease termination or abandonment by Lessee, and restore the grounds to a clean and orderly condition free of all debris.
- 18.2 Abandonment. If Lessee abandons the Leased Premises, Lessor may treat such abandonment as a default under this Lease, and Lessor may exercise any rights it may have as in the case of default for which Lessee is not entitled to notice. Lessee shall be deemed to have abandoned the Leased Premises if it fails to occupy the same for a period of three (3) months; however, Lessor may consider Lessee to have abandoned the Leased Premises by other acts, words, or conduct evidencing abandonment or intent to abandon the Leased Premises. Any personal property remaining on the Leased Premises sixty (60) days after termination of this Lease for any reason shall be deemed as abandoned by Lessee and Lessor may make any disposition of such personal property as it deems appropriate. Lessor may charge Lessee for the reasonable costs incurred in disposing of such personal property. Upon abandonment, Lessee loses all rights and options set forth in Paragraph 18.1. Lessee remains responsible for all Lessors' costs.
19. **Default.** Lessee shall be in default under this Lease upon the occurrence of any one or more of the following events (time of payment and performance being of the essence):
- 19.1 Failure of Lessee to pay any rent or other charges within thirty (30) days after the same becomes due.
- 19.2 Except as otherwise provided in this Paragraph 19, the failure of Lessee to comply with any term or condition, to fulfill any obligation, or to cure any violation of this Lease within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Lessee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable detail, unless a shorter time line is set forth in the Lease for the specific default alleged. Lessor may require, as part of the cure of any violation by Lessee, reimbursement from Lessee for any and all costs and expenses incurred by Lessor by reason of Lessee's violation of this Lease.
- 19.3 If Lessee cures a deficiency in the manner described in Paragraph 19.2, Lessee's subsequent failure to comply with the same term or condition

within twenty-four (24) months shall constitute immediate default without requirement of notice or opportunity to cure.

19.4 If Lessee sub-leases or otherwise assigns its interests in this Agreement, except in accordance with the provisions of the Agreement, default shall be automatic without requirement of notice or opportunity to cure.

19.5 Lessee shall also be in default in the event of:

1. Lessee's insolvency;
2. An assignment by Lessee for the benefit of creditors;
3. The filing by Lessee of a voluntary petition of bankruptcy action;
4. Adjudication that Lessee is bankrupt;
5. The filing of an involuntary petition of bankruptcy and the failure of Lessee to seek a dismissal of the petition within thirty (30) days after the filing; and
6. The attachment of or the levy of execution on the Lease hold interest and failure of the Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days after such attachment or execution;
7. Abandonment of the Leased Premises.

20. **Inspections.** Lessor shall have, at all times during normal business hours, the right to enter into the Leased Premises and inspect Lessee's facilities and operations for the purposes of determining Lessee's compliance with its obligations under this Lease. Lessor shall provide at least 24 hours' notice before any inspection except in cases of emergency. Notice shall be sufficient if prominently posted on the building on the Leased Premises 24 hours prior to the inspection.

21. **Remedies on Default.** In the event of a default, the Lease may be terminated at the option of the Lessor by notice in writing to Lessee. The notice of termination may be included in a notice of failure of compliance given under Paragraph 19. If the Leased Premises is abandoned by Lessee in connection with a default, termination shall be automatic and without notice. If the Lease is terminated for any reason, Lessee's liability to Lessor for damages for breach shall survive such termination, and the rights and obligations of the parties shall be as follows:

21.1 Lessee shall vacate the Leased Premises immediately, remove any property of Lessee including any fixtures which Lessee is required to remove at the end of the Lease term, perform any cleanup, alterations or other work required to leave the Leased Premises in the condition required

by this Lease at the end of the term, and deliver all keys to Lessor. Possession to any structure on the Leased Premises shall immediately revert to Lessor and Lessee shall have no right or claim against Lessor as a result thereof.

21.2 Lessor may re-enter, take possession of the Leased Premises, and remove any persons or property by legal action or self-help with the use of reasonable force and without liability for damages.

21.3 Following re-entry or abandonment, Lessor may relet the Leased Premises and in that connection may relet all or part of the Leased Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession, and may make any suitable alterations and/or refurbish the Leased Premises, or change the character or use of the Leased Premises, but Lessor shall not be required to relet to any Lessee which Lessor may reasonably consider objectionable.

21.4 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law or as set forth in this Agreement.

21.5 Any holding over after the expiration of the lease, with the written consent of Lessor, will be construed to be a tenancy from month to month, at 150% of the Basic Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Lessor consents to any such holding over, either party may thereafter terminate the tenancy at any time upon thirty (30) days' advance written notice to the other party. Any holding over without consent will be a tenancy at sufferance, which Lessor may terminate at any time without notice.

22. **Attorney Fees and Costs.** In the event any action or claim relating to the enforcement or interpretation of any of the terms of this Lease is made, except as stated in Paragraph 23, the successful party shall be entitled to recover all costs, fees, and expenses reasonably incurred, whether or not taxable as costs, including without limitation, attorney fees, inspection and investigation costs, copying charges, and all other related expenses.

In the event any litigation is commenced relating to this Lease, including but not limited to any action or participation by Lessee or Lessor in or connected with a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all costs, fees and expenses reasonably incurred, before and after trial, and on appeal and review, whether or not taxable as costs, including without limitation, attorney fees (including estimated fees to collect a judgment entered in favor of the prevailing party), witness fees (expert or otherwise), deposition costs, inspection and investigation costs, copying charges

and all other related expenses. Expenses incurred in the event of arbitration shall be treated as if they were expenses incurred in litigation.

23. **Arbitration.** If any contract dispute arises between the parties, it shall be decided by arbitration unless both parties agree to waive arbitration and proceed with litigation. Upon request for arbitration, the party requesting arbitration shall submit to the other party a list of the names of five independent arbitrators. The other party may select any one of the five. If the parties cannot decide on an arbitrator with qualifications that relate to the dispute at hand within fifteen (15) days, then either party may apply to the presiding judge of the Lincoln County Circuit Court to appoint the required arbitrator.

The Arbitrator shall proceed according to Oregon statutes governing arbitration, and any rules specifically adopted by the parties. If the parties do not agree upon rules for the arbitration, the Arbitrator shall establish rules and advise each respective party. The award of the Arbitrator shall have the effect provided in the Oregon Revised Statutes. The arbitration shall take place in Lane County. Costs of arbitration and attorney fees and costs may be awarded to a party at the discretion of the Arbitrator.

24. **Discrimination Prohibited.** In connection with Lessee's use and occupancy of the Leased Premises and the conduct of its operations at the Airport, Lessee shall be bound by the following non-discrimination requirements:

24.1 **General.** Lessee will not discriminate against any person or class of persons by reason of race, color, national origin, sex, ancestry, creed, or on any other grounds prohibited by law.

24.2 **Civil Rights Act.** Lessee will not on the grounds of race, creed, color, national origin or on any other prohibited grounds, discriminate or permit any discrimination against any person or group of persons in any manner prohibited by Part 21 of the Rules and Regulations of the Secretary of Transportation, effectuating Title VI of the Civil Rights Act of 1964. Without limiting the generality of the foregoing, Lessee agrees not to discriminate against any employees or applicants for employment because of race, creed, color, national origin or on any other prohibited grounds.

24.3 **FAA required terms.** As required by the FAA, the following clauses are made part of Lessee's obligations under this Agreement:

1. Lessee for itself, and its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for with a US Department of Transportation program or activity is extended or for another purpose involving the provision of similar

services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. Lessee for itself, and its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction or any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

25. **Non-Waiver.** Waiver by either party of strict performances of any provisions of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provisions in the future or of any other provision. No act or omission shall constitute a waiver of this non-waiver clause.

26. **Notices.** Any notice required or permitted under this Lease shall be considered given when actually delivered in person or when deposited with postage prepaid in the United States mail as registered or certified mail:

To Lessor: Newport Municipal Airport
c/o City of Newport
169 SW Coast Highway
Newport, Oregon 97365

To Lessee: Pamela L. and Tim H. Muggleston
P.O. Box 936
Waldport, Oregon 97394

Or to such other address as may be specified from time to time by either of the parties in writing.

27. **Interpretation and Liability.** In interpreting this Agreement, the singular shall include the plural. If Lessee consists of more than one individual or entity, each such individual and entity shall be jointly and severally liable for Lessee's obligations under this Lease.

28. **Succession.** Subject to the limitations set forth elsewhere in this Lease on the transfer of Lessee's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors, and assigns.
29. **Clearing Matters of Record.** Only at the option of Lessor shall this Lease or a memorandum of this Lease be recorded. If, at the election of Lessor, Lessor determines to create and record a memorandum of this Lease, Lessee shall execute such memorandum at the request of Lessor. In the event this Lease or Lessee's interest in this Lease or in the Leased Premises becomes a matter of record by any means, directly or indirectly, without the consent of Lessor, then at any time after termination of this Lease or termination of Lessee's interest in this Lease, upon request by Lessor, Lessee shall execute documents, in recordable form, as Lessor may reasonably require evidencing the termination of Lessee's interest. This obligation shall survive termination of this Lease and termination of Lessee's interest in this Lease.
30. **Inconveniences During Construction.** Lessee recognizes that from time to time during the term of this Lease, it will be necessary for Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity requiring accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee's operations at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, and representatives by reason of such inconveniences or interruptions and, for and in further consideration of this Lease, Lessee waives any right to claim, damages or other considerations therefore, except that rent payable under this Lease shall be abated proportionately during and for such period of that access to the Leased Premises by aircraft of Lessee and its invitees is denied by reason of such interruptions.
31. **Rights Not Exclusive.** Except for Lessee's exclusive right to use and occupy the Leased Premises, nothing in this Lease shall be construed as granting an exclusive right to Lessee.
32. **Entire Agreement.** This Lease contains the entire Agreement between the parties concerning the Leased Premises and supersedes all prior agreements, oral and written. This Agreement may be modified only in writing and signed by the parties.

The individuals executing this Lease warrant that they have full authority to execute this Lease and that they have thoroughly read this Lease and received legal advice regarding this Lease.

LESSOR:

LESSEE:

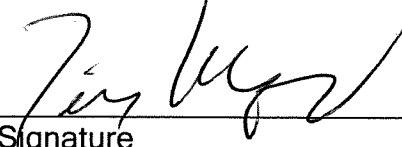
City of Newport
Municipal Airport

Tim H. and Pamela L. Muggleston

By: Spencer R. Nebel, City Manager



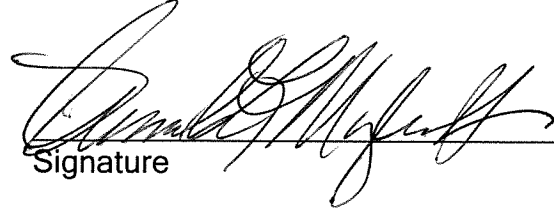
Signature



Signature

04-24-14

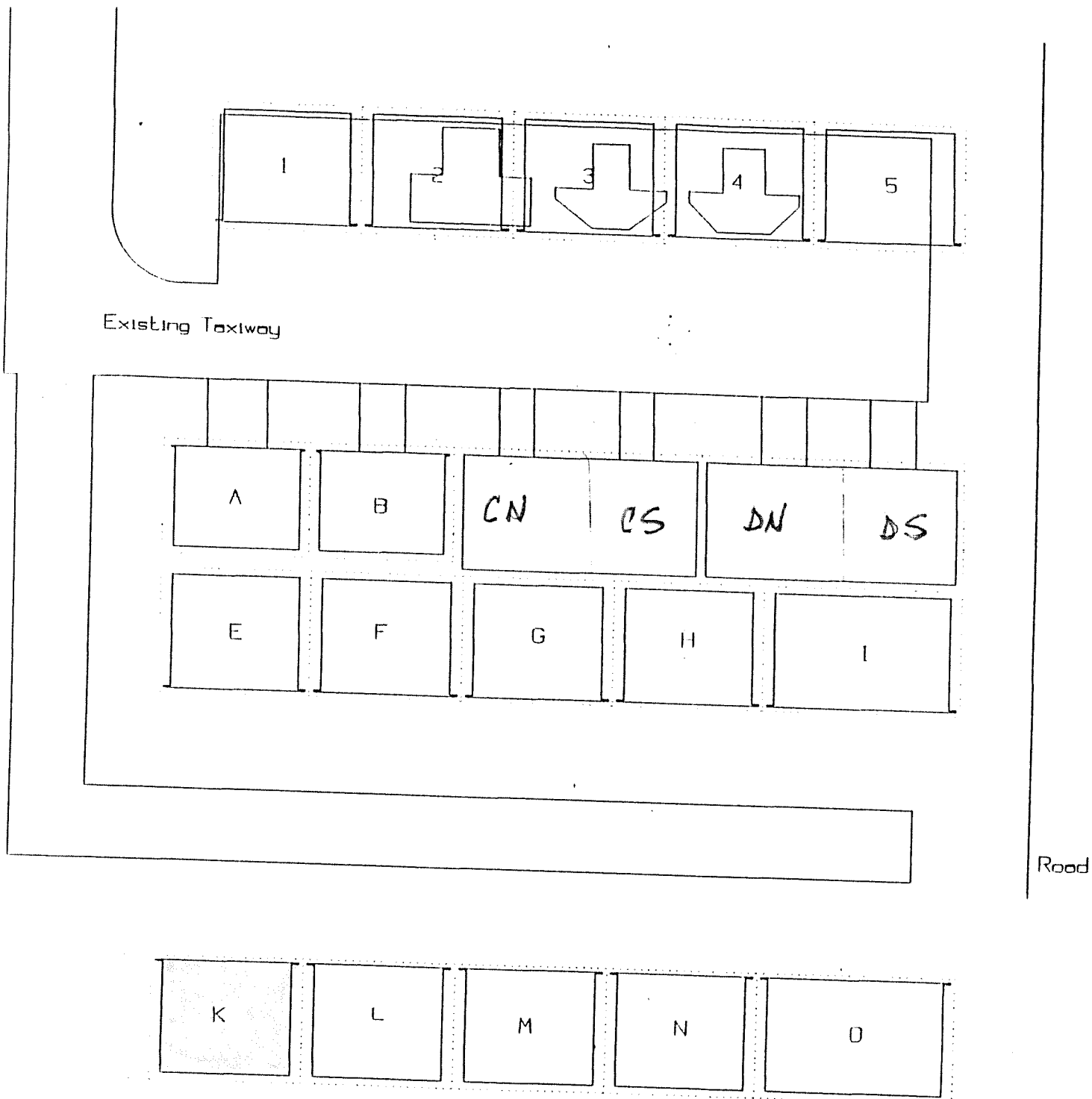
Date



Signature

4/8/14

Date



Existing Taxiway

Road

Newport Municipal Airport
 Hangar Area
 Site Plan
EXHIBIT A



**STAFF REPORT
CITY COUNCIL AGENDA
ITEM**

Date: 8-19-2024

Title:

Re-promulgation of Emergency Operations Plan for the City of Newport.

Prepared By: Del Lockwood, Emergency Management

Recommended Motion:

I move to adopt Resolution No. 4038, a resolution reaffirming the City of Newport’s Emergency Operations Plan.

Key Facts and Information Summary:

All Counties and Cities in Oregon maintain an Emergency Operations Plan. Having standardized emergency operations throughout the state provides good continuity of operations during disasters. The City of Newport Departments have each reviewed their section of the EOP and there are no substantial changes. This periodic review assists city departments to maintain familiarity with the EOP. The 2024 Winter Ice Storm in January was the first declared disaster by the Governor that included the City of Newport in many years and provided a good test for city departments and community collaborators to provide needed community services during an extended power outage and impassable roads due to downed trees and utilities. We will continue to work with Lincoln County and Oregon Emergency Management to review and update plans as needed. City EOP section 6.1 states: The EOP will be re-promulgated when a new senior elected or appointed official takes office or at a minimum of every five years. Each City department has reviewed contact information, status of resources noted in the plan, and evaluated the procedures outlined in the plan and determined the plan continues to be viable.

Alternatives:

No other alternatives are being considered at this time.

City Council Goals:

Emergency Preparedness

Fiscal Notes:

No fiscal impact.

Attachment List:

City Emergency Operations Basic Plan is a public document. Specific Department Appendices are kept by each department.

CITY OF NEWPORT

RESOLUTION NO. 4038

A RESOLUTION OF THE CITY OF NEWPORT
REAFFIRMING THE CITY'S EMERGENCY OPERATIONS PLAN
ADOPTED BY RESOLUTION NO. 3771

WHEREAS, an Emergency Operations Plan provides a framework within which the city can plan and perform its emergency functions during a disaster or national emergency; and

WHEREAS, the Emergency Operations Plan is a component of the city's comprehensive approach to emergency management that ensures that the city is prepared to prevent, protect against, mitigate the effects of, respond to, and recover from the hazards and threats that pose the greatest risk to the city; and

WHEREAS, the Emergency Operations Plan identifies key roles and responsibilities, defines the primary and support roles of city departments, outlines the steps for coordinating with response partners, and establishes a system or incident management which is consistent with the National Incident Management System; and

WHEREAS, on April 19, 2010, the City Council of the City of Newport adopted an Emergency Operations Plan; and

WHEREAS, on March 20, 2017, the City Council of the City of Newport adopted Resolution No. 3771, promulgating a revised Emergency Operations Plan; and

WHEREAS, Resolution No. 3846 was adopted on April 1, 2019 to reaffirm the Emergency Operations Plan.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Newport reaffirms the Emergency Operations Plan, as adopted by Resolution No. 3771, on March 20, 2017 and reaffirmed by Resolution No. 3846 on April 1, 2019. The subsequent reaffirmation will occur no later than August 1st of 2029.

Section 2. This resolution is effective immediately upon adoption.

Adopted by the Newport City Council on August 19, 2024.

Jan Kaplan, Mayor

ATTEST:

Erik Glover, Assistant City Manager/City Recorder

**City of Newport
Lincoln County, Oregon
EMERGENCY OPERATIONS PLAN**



August 5, 2024

Prepared for:

City of Newport
169 SW Coast Hwy
Newport, Oregon 97365

Prepared by:





This document was prepared under a grant from the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the City of Newport and do not necessarily represent the official position or policies of the Federal Emergency Management Agency's Grant Programs Directorate (GPD) or the U.S. Department of Homeland Security.

Immediate Action Checklist

Use the following Immediate Action Checklist to initiate the City of Newport's response to and support of an emergency incident. If you are not qualified to implement this plan, dial 9-1-1 and ask for assistance.

1. Receive alert of incident.

- Alerts should be directed to the City Manager.
- If the City Manager is not available, alerts should be directed to the Fire Chief, Police Chief, or Public Works Director, based on the City line of succession outlined in Section 1.8.1 of this plan.
- Alerts may be received through 9-1-1 dispatch, responding agencies, the on-scene Incident Commander, the public, or other sources.
- If you are the first person receiving notification of the incident, call 9-1-1 and provide as much detail as possible.
- *See FA 1 – Emergency Services of this plan for more information on alert and warning.*

2. Determine need to implement the City's Emergency Management Organization.

- The City Manager, or designee, should determine, in coordination with the on-scene Incident Commander, what level of support is needed from the City for the incident. This may range from the City Manager and staff being on standby to full activation of the City Emergency Coordination Center.
- Identify key personnel who will be needed to support City emergency operations, including staffing of the City Emergency Coordination Center, if activated.

3. Notify key City personnel and response partners.

- The City Manager, or designee, will notify key personnel to staff the City Emergency Coordination Center based on incident needs.
- Notify appropriate emergency response agencies.
- *See the City Emergency Contact List maintained by the City Emergency Preparedness Coordinator.*

Immediate Action Checklist

4. Activate the City Emergency Coordination Center as appropriate.

- The City will utilize the Incident Command System in managing the City Emergency Coordination Center.
- **Primary Emergency Coordination Center Location:** City of Newport Council Chambers, 169 SW Coast Highway
- **Alternate Emergency Coordination Center Location:** City Shops, 335 NE 3rd St, Newport, OR
- *See Section 5.4 of this plan for information on Emergency Coordination Center operations.*

5. Establish communications with the on-scene Incident Commander.

- Identify primary and back-up means to stay in contact with the on-scene Incident Commander.
- The on-scene Incident Commander may assign a radio frequency that the City Emergency Coordination Center can use to communicate with the scene.
- *See Functional Annex 1 – Emergency Services of this plan for more information on communications systems.*

6. Identify key incident needs, in coordination with the on-scene Incident Commander.

- Consider coordination of the following, as required by the incident:
 - Protective action measures, including evacuation and shelter-in-place
 - Shelter and housing needs for displaced citizens
 - Emergency public information and coordination with the media
 - Provisions for Access and Functional Needs Populations, including unaccompanied children
 - Provisions for animals in disaster

7. Inform the County and Oregon Emergency Response System of Emergency Coordination Center activation and request support as needed.

- Lincoln County Emergency Management: 541-265-4199
- Oregon Emergency Response System: 800-452-0311

Immediate Action Checklist

- If there is an oil or chemical spill to report, responsible parties should call the National Response Center at 800-424-8802.
- 8. Declare a state of emergency for the City, as appropriate.**
- If the incident has overwhelmed or threatens to overwhelm the City's resources to respond, the City should declare a state of emergency.
 - A declaration may be made by the City Manager, Fire Chief, and/or Police Chief. A declaration should be ratified by the Council as soon as practicable.
 - The declaration should be submitted to Lincoln County Emergency Management.
 - *See Section 1.7 of this plan for information on the disaster declaration process. See Appendix A for a sample disaster declaration form.*

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Preface

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

Response to emergency or disaster conditions in order to maximize the safety of the public and minimize property damage is a primary responsibility of government. It is the goal of the City of Newport 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 Newport 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 Lincoln 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 Newport will coordinate resources and activities with other federal, state, local, community- and faith-based organizations, and private-sector partners.

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Letter of Promulgation

To All Recipients:

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

This Emergency Operations Plan is a component of the City's comprehensive approach to emergency management that ensures that the City is prepared to prevent, protect against, mitigate the effects of, respond to, and recover from the hazards and threats that pose the greatest risk to the City.

Focused on response and short-term recovery activities, this Emergency Operations Plan provides a framework for how the City will conduct emergency operations. The plan identifies key roles and responsibilities, defines the primary and support roles of City agencies and departments, outlines the steps for coordinating with response partners, and establishes a system for incident management. The outlined framework is consistent with the National Incident Management System.

This plan has been reviewed by the City Manager and approved by the City Council. It will be revised and updated as required. All recipients are requested to advise the Emergency Preparedness Coordinator 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.

Jan Kaplan, Mayor

CM Hall, President

Ryan Parker, Councilmember

Dietmar Goebel, Councilmember

Cynthia Jacobi, Councilmember

Beatriz Botello, Councilmember

Robert Emond, Councilmember

Nina Vetter, City Manager

DATE 8-5-2024

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Plan Distribution List

Copies of this plan will be available on the City’s website and 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 Newport Emergency Preparedness Coordinator is ultimately responsible for dissemination of all plan updates.

Department/Agency	Title/Name
Newport City Manager’s Office	City Manager
Newport Fire Department	Chief
Newport Police Department	Chief
Newport Public Works Department	Director
Newport Community Development Department	Director
Lincoln County	Emergency Manager
Oregon Military Department, Office of Emergency Management	Operations and Preparedness Section Manager

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 Emergency Preparedness Coordinator for incorporation into the plan and dissemination of the revised version. This does not preclude other departments and agencies with a vital interest in the plan from providing input to the document; such input is 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
Basic Plan	Emergency Preparedness Coordinator
Functional Annexes (FAs)	
FA 1 Emergency Services	Emergency Preparedness Coordinator, in coordination with the Police Chief and Fire Chief
FA 2 Human Services	Emergency Preparedness Coordinator, in coordination with Lincoln County Health and Human Services Department
FA 3 Infrastructure Services	Public Works Director
FA 4 Recovery Strategy	Emergency Preparedness Coordinator
Incident Annexes (IAs)	
IA 1 Severe Weather (including Landslides)	Public Works Department
IA 2 Earthquake	Public Works Department
IA 3 Tsunami	Public Works Department
IA 4 Flood (including Dam Failure)	Public Works Department
IA 5 Major Fire	Fire Department
IA 6 Volcano	Public Works Department
IA 7 Drought	Public Works Department
IA 8 Hazardous Materials (Accidental Release)	Fire Department
IA 9 Transportation Accident	Police Department
IA 10 Airport Accident	Police Department
IA 11 Public Health Incident	Emergency Preparedness Coordinator
IA 12 Terrorism	Police Department
IA 13 Utility Failure	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 – Severe Weather (including Landslides)
- IA 2 – Earthquake
- IA 3 – Tsunami
- IA 4 – Flood (including Dam Failure)
- IA 5 – Major Fire
- IA 6 – Volcano
- IA 7 – Drought
- IA 8 – Hazardous Materials (Accidental Release)
- IA 9 – Transportation Accidents
- IA 10 – Airport Accident
- IA 11 – Public Health Incident
- IA 12 – Terrorism
- IA 13 – Utility Failure

1

Introduction

1.1 General

The City of Newport (City) emergency management mission is to ensure that the City is prepared for a disaster by ensuring coordination of protection, prevention, mitigation, 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, this type of emergency is 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 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 National Incident Management System (NIMS) principles necessary to effectively manage incidents within or affecting the City.

No guarantee of a perfect response system is expressed or implied by this plan, its 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 its resources. While recognizing this possibility, this plan is designed to help the City fulfill its response function to its maximum capacity.

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,

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respond to, recover from, and militate against disasters. This includes all emergency management partners, both traditional and nontraditional, such as volunteer-, faith-, and community-based organizations; the private sector; and the public, including survivors of an incident.

Every person who lives or works in the City (including vulnerable populations) shares responsibility for minimizing the impact of disasters on the 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, as well as the self-sufficiency of neighborhoods. To the greatest extent possible, the City will assist its citizens in carrying out this responsibility by providing preparedness information, as well as emergency public information and 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, who are prepared to take care of themselves and their families, and to assist neighbors in the early phases of an emergency, can make a significant contribution towards survival and community resiliency.

1.2 Purpose and Scope

1.2.1 Purpose

The primary purpose of the EOP is to outline the City's all-hazard approach to emergency operations in order to protect the safety, health, and welfare of its citizens throughout all emergency management mission areas. Through this EOP the City designates NIMS and the Incident Command System (ICS) as the frameworks within which all emergency management activities will be conducted.

1.2.2 Scope

The EOP is implemented whenever the City must respond to an emergency incident or planned event whose size or complexity is beyond that normally handled by routine operations. Such occurrences may include natural, technological, or human-caused disasters and may impact unincorporated areas of Lincoln County (County), incorporated municipalities, or a combination thereof. This plan is intended to guide the City's emergency operations while complementing and supporting the emergency response plans and procedures of responding agencies, other local governments, special districts, and other public, nonprofit/volunteer, 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, thereby 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 lines of succession and standard operating

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procedures (SOPs) that describe how emergency tasks will be performed. Training and equipment necessary for response operations should be maintained by City departments and agencies.

The primary users of this plan are elected officials, department heads and their senior staff members, emergency services 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 how the City manages emergency operations.

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

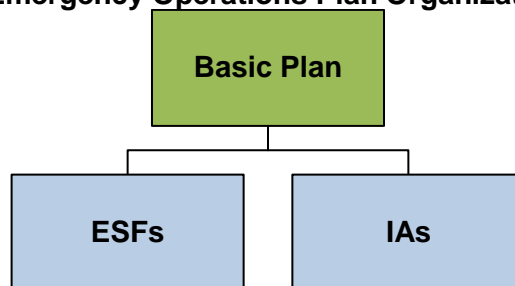
An emergency declaration is not required in order to implement the EOP or activate the Emergency Coordination Center (ECC). The City Manager, or designee, may implement the EOP as deemed appropriate for the situation or at the request of an on-scene Incident Commander.

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 Emergency Operations Plan Organization



1.4.1 Basic Plan

The purpose of the Basic Plan is to provide a framework for emergency operations and information regarding the City’s emergency management

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structure. It serves as the primary document outlining roles and responsibilities of elected officials during an incident. Specifically, the Basic Plan identifies:

- Legal authorities, including the emergency declaration process, activation of mutual aid agreements, and requests for resources and emergency spending powers.
- Hazards and threats facing the community, including planning assumptions based on the City's response capabilities.
- Roles and responsibilities for elected officials, City departments, and key response partners.
- A concept of operations for the City that describes how the City will conduct its emergency operations and coordinate with other agencies and jurisdictions.
- The City's emergency response structure, including activation and operation of the City ECC and implementation of ICS.
- 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 throughout all phases of an emergency. 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 mutual aid agencies, followed by County agencies. For the purposes of this EOP, information regarding common management functions performed by the City and supporting agencies and organizations is grouped 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

The FAs are designed to be consistent with the 18 Emergency Support Function (ESF) annexes of the County EOP and groups information in a manner that reflects the City's organization and response capabilities. Table 1-1 identifies the relationship between the City's FAs and the County ESF annexes. This structure is also consistent with the State of Oregon (State) EOP and the National Response Framework (NRF). City emergency personnel should be familiar with the

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County’s EOP and ESF structure to better understand how the City’s response efforts would be coordinated with the County during an emergency event.

Table 1-1 City Functional Annexes in Relation to County ESF Annexes	
City Functional Annex	County ESF Annex*
FA 1 – Emergency Services	ESF 2 – Communications ESF 4 – Firefighting ESF 5 – Information and Planning ESF 9 – Search and Rescue ESF 10 –Hazardous Materials ESF 13, 18 – Law Enforcement, Military Support ESF 16 – Volunteers and Donations Management
FA 2 – Human Services	ESF 6 – Mass Care ESF 8 –Health and Medical ESF 11 – Agriculture & Animal Protection
FA 3 – Infrastructure Services	ESF 1 – Transportation ESF 3 – Public Works ESF 12, 17 – Energy, Cyber & Infrastructure Security
FA 4 – Recovery Strategy	ESF 14 – Business and Industry ESF 15 – Public Information
*ESF 5 – Information and Planning and ESF 7 – Resource Support are partially or wholly addressed in the Basic Plan	

1.4.3 Incident Annexes

While this EOP has been developed as an all-hazards planning document, some hazards may require unique considerations. To that end, IAs supplement the Basic Plan to identify critical tasks particular to specific natural, technological, and human-caused hazards. The IAs identify step-by-step actions for each hazard through the pre-incident, response, and recovery phases of an incident.

Table 1-2 Incident Annexes	
Annex	Hazard
IA 1	Severe Weather (including Landslides)
IA 2	Earthquake
IA 3	Tsunami
IA 4	Flood (including Dam Failure)
IA 5	Major Fire
IA 6	Volcano
IA 7	Drought

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Annex	Hazard
IA 8	Hazardous Materials (Accidental Release)
IA 9	Transportation Accident
IA 10	Airport Accident
IA 11	Public Health Incident
IA 12	Terrorism
IA 13	Utility Failure

1.5 Relationship to Other Plans

1.5.1 Federal Plans

The following federal plans guide emergency preparedness, response, and recovery at the federal level and provide support and guidance for state and local operations:

- **Presidential Policy Directive 8.** Describes the Nation’s approach to preparing for the threats and hazards that pose the greatest risk to the security of the United States.
- **National Preparedness Goal.** Describes the Nation’s security and resilience posture through identifying key mission areas and core capabilities that are necessary to deal with great risks, using an integrated, layered, and all-of-Nation approach as its foundation.
- **National Preparedness System.** Provides guidance, programs, processes, and systems that support each component of the National Preparedness System to 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.
- **National Incident Management System.** 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.
- **National Response Framework.** Serves as a guide to how State and federal government should conduct all-hazards response. It is built upon a scalable, flexible, and adaptable coordination structure to align key roles and responsibilities across the country. It describes specific

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authorities and best practices for managing incidents that range from the serious, but purely local, to large-scale terrorist attacks or catastrophic natural disasters.

- **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.

1.5.2 State Plans

The following State plans guide emergency preparedness, response, and recovery at the State level and provide support and guidance for local operations:

- **State Emergency Management Plan.** The State Emergency Management Plan consists of four volumes:
 - ***Volume I: Oregon Natural Hazards Mitigation Plan.*** Identifies and prioritizes potential actions throughout Oregon that would reduce the State’s vulnerability to natural hazards. In addition, the plan satisfies the requirements of the Federal Emergency Management Agency (FEMA) to ensure that Oregon is eligible to receive hazard mitigation and disaster assistance funds from the federal government.
 - ***Volume II: State of Oregon Preparedness Plan (in development).*** Includes the plans and guidance necessary for the State to prepare for the effects of a disaster, including guidance and requirements for the State’s training and exercise program.
 - ***Volume III: State of Oregon Emergency Operations Plan.*** Establishes the procedures by which the State coordinates response to an emergency, including processes for resource requests from local and tribal partners, established roles and responsibilities for State agencies, and procedures for activation and operation of the State ECC. The plan identifies 18 ESF annexes which serve as the mechanism for response support to local and tribal partners.
 - ***Volume IV: State of Oregon Recovery Plan.*** Establishes a State Recovery Organization and describes how the State will coordinate short, intermediate, and long-term recovery activities. The plan identifies seven State Recovery Functions (SRFs) that serve as the delivery mechanism for recovery support local and tribal partners.

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- **Cascadia Subduction Zone Catastrophic Operations Plan.** Describes the roles and responsibilities of state agencies in addressing emergency response and recovery missions in a coordinated manner with local, tribal, and federal agencies after a catastrophic earthquake and tsunami.
- **State Debris Management Plan.** Provides a framework for State agencies and municipalities to facilitate and coordinate the evaluation, removal, collection, and disposal of debris following a disaster.
- **Mount Hood Coordination Plan.** Outlines how various agencies will coordinate their actions to minimize the loss of life and damage to property before, during, and after hazardous geologic events at the Mount Hood volcano.
- **State Emergency Alert System Plan.** This plan, mandated by the Federal Communications Commission, outlines the organization and implementation of the State of Oregon Emergency Alert System (EAS). It is the guideline for State broadcasters and cable television operators, and State and local entities authorized to use the EAS, to determine the distribution of the President's message, mandated and optional monitoring assignments, and participation by the National Weather Service and local and State emergency agencies.

1.5.3 County Plans

The City relies on the County for many critical services during an emergency, so it is vital for the City to be familiar with the County's plans and how they link with City emergency plans.

- **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.
- **Hazard Mitigation Plan.** The County Hazard Mitigation Plan creates a framework for risk-based decision making to reduce deaths and injuries, property damage, and economic impact from future disasters. 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. Hazard mitigation is sustained action taken to reduce or eliminate long-term risk to people and their property from hazards.
- **Debris Management Plan.** The City is included as part of the County Debris Management Plan, which identifies the actions required to plan for and respond to a natural or human-made debris-generating event.

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- **Public Health Emergency Preparedness Program.** The County Health and Human Services Department is responsible for developing plans to address how public health personnel plan for, respond to, and recover from all hazards that may impact public health, including communicable disease, pandemic scenarios, chemical incidents, radiological incidents, and bioterrorism. The department maintains guidelines for public health personnel responding to a public health incident in the County.
- **Community Wildfire Protection Plan (CWPP).** The CWPP was developed using a collaborative process between the County and agencies involved in reducing wildfire risk.
- **Continuity of Operations (COOP) Plan.** The COOP plan details all of the procedures that define how the County will continue or recover its minimum essential functions in the event of a disaster.

1.5.4 City Plans

Similar to the County's plan, the City EOP is part of a suite of plans that address various elements of the City's emergency management program. While the EOP is focused on short-term recovery, other plans address the City's approach to mitigation, continuity, and other aspects of emergency management. These plans, listed below, work in concert with the City EOP:

- **Continuity of Operations Plan.** The COOP plan details procedures that define how the City will continue or recover its minimum essential functions in the event of a disaster.
- **Hazard Mitigation Plan.** The City is included as an annex in the County Natural Hazard Mitigation Plan.

1.5.5 Support Agency Plans

The City is supported by a number of partner agencies. To the greatest extent possible, the City encourages support agencies to design their plans to complement the City EOP, and the City will seek to engage support agencies in the EOP update process to ensure appropriate linkages. Partner agency emergency plans that complement the City EOP include:

- Hatfield Marine Science Center/Oregon State University Emergency Plan
- Lincoln County School District Emergency Plan
- National Oceanic and Atmospheric Administration Marine Operations Center – Pacific Emergency Plan
- Newport Municipal Airport Emergency Plan

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- Oregon Coast Community College Emergency Plan
- Port of Newport Emergency Plan
- Samaritan Pacific Communities Hospital Emergency Plan
- Central Lincoln Public Utility District Emergency Plan

1.5.6 Regional Emergency Plans

The City is a partner in a number of regional planning efforts, including:

- **Regional Debris Management Plan.** The City is included as part of the plan, which identifies the actions required to plan for, and respond to, a natural or human-made debris-generating event.

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, Oregon Revised Statutes (ORS) Chapter 401, which establishes the authority for the highest elected official of the City Council to declare a state of emergency.

The City does not have an office or division of emergency management services separate from its existing departments. However, for the purposes of this plan and consistency with the County and State plans, the City's emergency management structure will be referred to generally as the City Emergency Management Organization (EMO), though no formal organization exists.

The City EMO, at a minimum:

- Coordinate planning activities necessary to prepare and maintain the City EOP.
- Manage and maintain the City ECC, from which City officials can coordinate emergency and disaster response activities.
- Establish an Incident Command structure for management of incidents by all local emergency service agencies.
- Coordinate with County and State agencies, as well as other private, nonprofit, volunteer, and faith-based organizations, to integrate effective practices in emergency preparedness and response in a manner consistent with NIMS.

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Through promulgation of this plan, the City Administration has been identified as the lead agency in the EMO. The City Manager has been designated the Emergency Manager and has authority and responsibility for the organization, administration, and operation of the EMO and has designated some of these responsibilities to the Emergency Preparedness Coordinator as appropriate.

The City EMO is consistent with NIMS, and procedures supporting NIMS implementation and training for the City have been developed and formalized. The NIMS point of contact for the City is the Emergency Preparedness Coordinator.

Table 1-3 sets forth the federal, State, and local legal authorities upon which the organizational and operational concepts of this EOP are based.

Table 1-3 Legal Authorities	
Federal	
–	Federal Emergency Management Agency (FEMA) Policy
○	Crisis Response and Disaster Resilience 2030 (January 2012)
○	FDOC 104-008-1: A Whole Community Approach to Emergency Management (December 2011)
○	FEMA Administrator’s Intent (2015-2019)
○	FEMA Incident Management and Support Keystone (January 2011)
○	FEMA Publication: 1 The Federal Emergency Management Agency (November 2010)
○	FEMA Strategic Plan 2011-2014
○	National Disaster Housing Strategy (January 2009)
○	National Disaster Recovery Framework (September 2011)
○	National Incident Management System (December 2008)
○	National Preparedness Goal (September 2011)
○	National Response Framework (January 2008)
–	Homeland Security Presidential Directive 5: Management of Domestic Incidents (2003)
–	Presidential Policy Directive 8: National Preparedness (2008)
–	Public Law 107-296 The Homeland Security Act of 2002
–	Public Law 109-295 The Post-Katrina Emergency Management Reform Act (2007)
–	Public Law 93-288 Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (last amended April 2013)

Table 1-3 Legal Authorities	
State of Oregon	
–	Oregon Administrative Rules Chapter 104 Oregon Military Department, Office of Emergency Management
–	Oregon Revised Statutes (ORS) 279B.080 Emergency Procurements
–	ORS 294.481 Authorization to Receive Grants or Borrow or Expend Moneys to Respond to Public Emergency
–	ORS 401 Emergency Management and Services
–	ORS 402 Emergency Mutual Assistance Agreements
–	ORS 403 Public Safety Communications System
–	ORS 404 Search and Rescue
–	ORS 431 State and Local Administration and Enforcement of Health Laws
–	ORS 433 Disease and Condition Control; Mass Gatherings; Indoor Air
–	ORS 476 State Fire Marshal; Protection From Fire Generally
–	ORS 477 Fire Protection of Forests and Vegetation
County	
–	Emergency Operations Plan
–	Health and Human Services Emergency Operations Plan
City	
–	Newport Municipal Code, Chapter 1.70, Emergencies

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 Preparedness Coordinator or City Recorder. During an emergency situation, a local declaration may be necessary to activate these agreements and allocate appropriate resources.

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 to meet immediate needs.

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- 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 its resources.

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 Disaster Declaration Process

The City may declare an emergency for any of several reasons, such as authorizing additional budget authority, implementing emergency measures, or accessing County, State, or federal disaster assistance. The City Manager may declare a temporary emergency when faced with a sudden event that results in an emergency under Section 1.70.010. At the time of declaring a temporary emergency, the City Manager shall schedule a meeting of the Council to be held as soon as possible. The temporary emergency declaration shall remain in effect only through the end of the Council meeting.

In the event that a quorum of the Council cannot meet because of an emergency, a majority of Council members who are able to participate in a meeting in person or electronically may declare an emergency. Any declaration under these circumstances shall be reconsidered by a quorum of the Council when a quorum can be assembled.

The City Council may by motion or resolution declare an emergency in an emergency, special, or regular Council meeting.

A declaration shall:

- Describe the nature of the emergency.
- Designate the geographic boundaries of the area where the emergency exists, as well as 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.

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- 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 on the best information available at the time. It may be amended, based on additional information or changes in the situation. The City Attorney may be consulted to review the declaration 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, are nearing depletion, or are projected to be inadequate and that mutual aid agreements have been initiated, as well as contain a specific request for the type(s) of assistance required.

ECC Command and General Staff have the following responsibilities in the declaration process:

- **ECC Director:** Present the package to City Council.
- **Operations:** Identify necessary resources and outline any special powers needed to respond to the emergency. Assist in the Initial Damage Assessment (IDA).
- **Planning:** Provide situation and resource summaries; conduct a windshield survey, IDA, and Preliminary Damage Assessment (PDA).
- **Logistics:** Compile resource requests.
- **Finance:** Track incident costs, assist in the PDA, and coordinate damage survey activities.

See Appendix A for sample Declaration of Emergency forms.

1.7.3 County Declaration Process

A local state of emergency may be declared by the presiding official of any incorporated city of Lincoln County or by the Chair of the Board of County Commissioners stating that an emergency exists and specifying the location or describe the affected area and jurisdictions included in the declaration. See Appendix A of this plan for a template for declaring a state of emergency.

If the Chair is unavailable, then the declaration will be made in accordance with County line of succession guidelines (*see Section 1.4.5 of the County EOP*). Under such conditions, this plan will be implemented. If possible, an initial damage assessment will be conducted by local jurisdictions and/or the County

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prior to requesting state or Federal assistance. Particular attention will be given to special needs populations to appropriately allocate resources necessary for providing critical services during an emergency.

The local declaration process for the County involves an escalation through the Board of County Commissioners and a formal request through the Emergency Manager or designee in Lincoln County. The Emergency Manager contacts the Oregon Office of Emergency Management (OEM) via the Oregon Emergency Response System (OERS), and decisions for allocation of State resources to support the response are made. If individual cities request emergency declarations, the requests will be made through the Emergency Manager and may be delivered by the mayor or other designated City officials.

During a suspected or confirmed public health emergency, the County Health Officer, in conjunction with the Health Administrator, advises the Board of County Commissioners to make a declaration; the declaration is made through the Emergency Manager, who then contacts OEM through OERS. Human isolation and quarantine issues will be addressed by the County Health Officer/Administrator. A court order to implement formal procedures must be requested and issued through the County Court. Isolation and quarantine measures would then be implemented and enforced through local law enforcement agencies within the County.

Animal quarantine measures will be implemented through Lincoln County Health and Human Services and do not require a court order. Most likely, support from State agricultural agencies and the Oregon Department of Human Services (veterinarian services) would be included in these procedures.

1.7.4 State Assistance

The OEM Operations Officer coordinates with the agencies represented in the State ECC to determine the best way to support local government requests. Local government requests will be made by the County Emergency Manager on behalf of the City. The State Operations Officer evaluates resource requests based on the goals and priorities established by the OEM 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 County or City EMO or to the on-scene 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.

1.7.5 Federal Assistance

FEMA provides resources, coordination, planning, training, and funding to support State and local jurisdictions when requested by the Governor.

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In the event that the capabilities of the State are not sufficient to meet the requirements of an emergency response, 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 1-4 presents the policy and operational lines of succession during an emergency for the City.

Emergency Coordination	Emergency Policy and Governance
1. City Manager 2. Police Chief 3. Fire Chief 4. Public Works Director 5. Community Development Director	1. Mayor 2. Council members (order of succession) 3. City Manager

Each City department is responsible for pre-identifying staff patterns showing a line of succession in management’s absence. All employees shall be trained on the protocols and contingency plans required to maintain leadership within their departments. The City 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 operations plans to ensure continued delivery of essential functions during an emergency.

1.8.2 Preservation of Vital Records

The City has developed an ECC Manual that contains vital records for use during emergency events. This packet contains records essential to executing emergency functions, including this EOP, emergency operating records essential to the continued function of the City EMO, the current call-down list, a vital records inventory, necessary keys or access codes, a list of primary and alternate facilities, and the City’s COOP plan.

Each City department must provide for the protection, accessibility, and recovery of the agency's vital records, systems, and equipment. These are rights and interests records, systems, and equipment that, if irretrievable, lost, or damaged, would materially impair the agency's ability to conduct business or carry out essential functions. Each agency should have a maintenance program for the preservation and quality assurance of data and systems. The program should take into account the cost of protecting or reconstructing records weighed against the necessity of the information for achieving the agency mission.

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 Manager according to provisions outlined under ORS Chapter 401.

The City Emergency Manager, or designee, 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 Emergency Operations Center (EOC). County Emergency Management processes subsequent assistance requests to the State.

1.9.1.1 Conflagration

In the case of emergencies involving fires threatening life and structures, the Emergency 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.

When, in the judgment of the Newport Fire Chief or County Fire Defense Board Chief, an emergency is beyond the control of local fire suppression resources, including primary mutual aid, the Fire Defense Board Chief shall report the conditions of the emergency to the State Fire Marshal Office and/or request mobilization of support for the department/district. After verifying the need for mobilized support, the State Fire Marshal shall, if appropriate, request authorization from the governor to invoke the Emergency Conflagration Act.

The Newport Fire Chief is responsible for:

- Contacting the Fire Defense Board Chief to request that the Conflagration Act be invoked.
- Participating in incident conference call.
- Providing local geographic information system (GIS) capabilities or maps.
- Working with the Incident Management Team (IMT) to locate a base camp.
- Maintaining communications with the IMT throughout the deployment to assist with emergency management and other local issues.

The Fire Defense Board Chief is responsible for:

- Notifying the State Fire Marshal via OERS.

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- Providing the following information to the Oregon State Fire Marshal Duty Officer of Chief Deputy
 - Incident name
 - Contact information
 - Type and location of incident
 - Situation description
 - Confirmation that local and mutual aid resources are depleted.
 - Incident Commander information
 - Weather information
 - What resources are being requested
- Participating in incident conference call.

Requests for conflagration should be made when a significant threat exists, e.g.:

- Life threatening situation (firefighter or public safety)
 - Evacuations currently taking place
 - Advisory evacuations
 - Evacuation plans in place
 - Road, highway, or freeway closure
- Real property threatened
 - Structures – request should include number of commercial and residential structures, as well as the number of subdivisions.
 - Population affected – request should include estimated number of property threatened.
 - Historically significant cultural resources
 - Natural resources, such as crops, grazing, timber, watershed
 - Critical infrastructure, such as major power lines
- High damage potential
 - Long-term or short-term damage potential
 - Likely impacts on community
 - Fuel type, affecting fire size and growth potential

1. Introduction

- Political situations
- Severity, extreme behavior, and fuel conditions

Source: State of Oregon Fire Service Mobilization Plan

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 following general procedures will be carried out:

- The City Manager may declare a temporary state of emergency and request assistance through the County.
- The City Manager shall schedule a meeting of the Council to be held as soon as possible to decide how to respond to the emergency funding needs.
- If a quorum of councilors cannot be reached, and if a prompt decision will protect lives, City resources and facilities, or private property, a majority of Council members who are able to participate in a meeting in person or electronically may act on emergency funding requests.
- To facilitate tracking of financial resources committed to the incident, and to provide the necessary documentation, a discrete charge code for all incident-related personnel time, losses, and purchases will be established by the Finance Section.

Expenditure reports should be submitted to the Finance Department and managed through the Finance Director to identify budgetary shortfalls. The Administration 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 ECC, 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 existing mutual aid agreements 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

1. Introduction

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 (AARs)

All documentation related to the City's emergency management program will be maintained in accordance with Oregon's public records and meetings law (ORS 192), subject to applicable exemptions such as for "Public Safety Plans," as appropriate.

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 9-1-1 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 response activities required to protect the City and surrounding community from significant impacts to human lives and the economy. Thus, personnel should be 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.

Policies and procedures formally addressing the safety and protection of medical personnel and response staff during a biological incident and/or contagious outbreak are outlined in the City Personnel Manual. 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 Health and Human Services Department EOP.

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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.

Processes that support employees and their families during emergency situations or disasters should be further developed through ongoing COOP planning.

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2

Situation and Planning Assumptions

2.1 Situation

The City is exposed to many hazards that have the potential to disrupt the community, cause damage, and create casualties. Natural hazards to which the City may be exposed include droughts, floods, wildfires, and winter storms. The threat of a technological or human-caused 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 is located on the Oregon Coast in the western portion of the County. Boasting a relatively moderate climate, the average monthly temperatures range from 50 to 66 degrees Fahrenheit in July and August, and 36 to 51 degrees Fahrenheit in December and January. The City's topography is a mix of relatively flat areas and steeper sloped areas such as those near Yaquina Bay and along the ocean, and the Coast Range is east of the City. Nearby bodies of water include the Pacific Ocean, Yaquina Bay, and Big Creek Reservoir.

According to the Portland State University's 2020 Population Estimate, the City's total population as of July 1, 2020, was 10,882. As of the 2022 census there were 10,319 people and 4,551 families residing in the City. There were 5,576 housing units. The racial makeup of the city was 76.4% White, 0.5% African American, .5% Native American, 1.7% Asian, 0% Pacific Islander, 0% from other races, and 5% from two or more races. Hispanic or Latino residents of any race made up 16% of the population.

There were 4,551 households in the City, of which 16.4% included children under the age of 18, 47.4% were married couples living together, 21.7% had a female householder with no husband present, 4.8% had a male householder with no wife present, and 26.1% were non-families. Households consisting of single individuals made up 34.8%, and 15.3% had someone living alone who was 65 years of age or older. The average household size was 2.22, and the average family size was 2.79.

The median age in the City was 47.9 years. Residents under the age of 18 made up 16.4% of the City's population, and 28.7% were 65 years of age or older. The gender makeup of the city was 48.1% male and 51.9% female.

2. Situation and Assumptions

Figure 2-1 Map of Newport

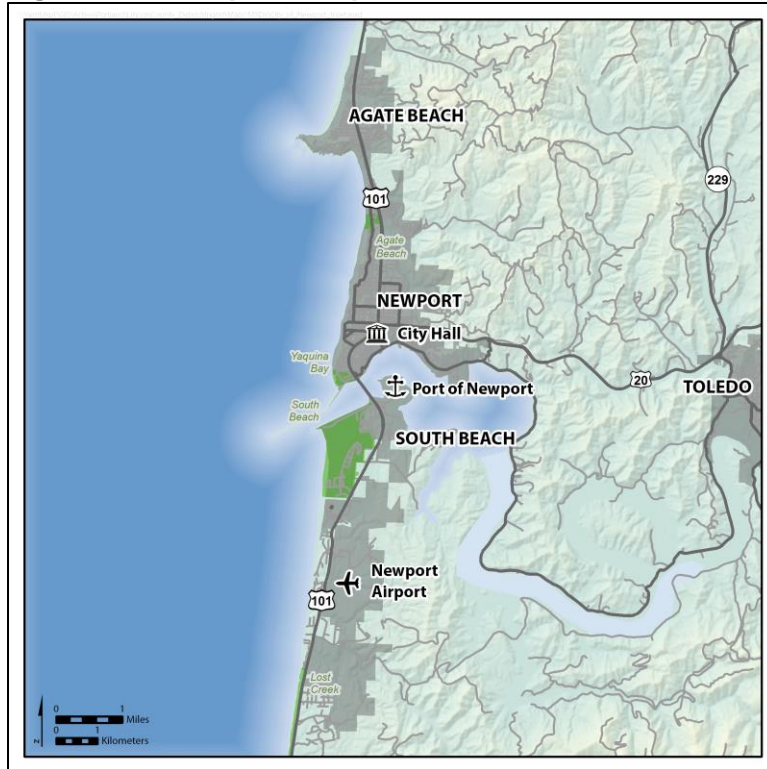


Figure 2-2 Map of Lincoln County



2. Situation and Assumptions

2.1.2 Threat/Hazard Identification

The City may be subject to a variety of natural, technological, and human-caused hazards and threats, as described below:

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

The Hazard Risk Assessment in Table 2-1 below identifies the relative risk posed to the City by each hazard and threat described above, in order to ensure that high priority hazards are addressed in the City’s hazard mitigation planning, emergency response, and recovery procedures. Each natural and technological/human-caused hazard is scored using a formula that incorporates four independently weighted rating criteria (history, vulnerability, maximum threat, and probability) and three levels of severity (low, moderate, and high). For each hazard, the score for a given rating criterion is determined by multiplying the criterion’s severity rating by its weight factor. The four rating criteria scores for the hazard are then summed to provide a total risk score for that hazard. Note that while many hazards may occur together or as a consequence of others (e.g., dam failures cause flooding, and earthquakes may cause landslides), this analysis considers each hazard as a singular event.

This hazard risk assessment was last prepared by the County Emergency Manager on September 25, 2020.

Table 2-1 County Hazard Analysis Matrix					
Hazard	Rating Criteria with Weight Factors				Total Score
	History ¹ (WF=2)	Vulnerability ² (WF=5)	Max Threat ³ (WF=10)	Probability ⁴ (WF=7)	
<i>Score for each rating criteria = Rating Factor (High = 8–10 points; Medium = 4–7 points; Low = 1–3 points) X Weight Factor (WF)</i>					
Windstorm	20	50	100	70	240
Power Failure	20	50	100	70	240
Winter Storm (ice/snow)	18	35	90	70	213
Earthquake - Cascadia (3–5min)	10	50	100	49	209
Wildfire (wildland-urban interface)	20	25	90	70	205
Local Tsunami	2	50	100	49	201
Active Shooter	2	50	100	49	201
Landslide/Debris Flow	20	35	70	70	195
Coastal Erosion	20	20	70	70	180
Flood - Riverine	20	30	60	70	180
Truck Bomb	2	25	100	49	176

2. Situation and Assumptions

Table 2-1 County Hazard Analysis Matrix					
Hazard	Rating Criteria with Weight Factors				Total Score
	History¹ (WF=2)	Vulnerability² (WF=5)	Max Threat³ (WF=10)	Probability⁴ (WF=7)	
<i>Score for each rating criteria = Rating Factor (High = 8–10 points; Medium = 4–7 points; Low = 1–3 points) X Weight Factor (WF)</i>					
Cyber Terrorism	2	25	100	49	176
School Violence	2	25	100	49	176
Improvised Explosive Device (e.g., pipe bomb)	6	20	100	49	175
Intentional Chemical Release	2	50	100	21	173
HazMat Release - Transportation	20	30	50	70	170
Sports/Public Event Disturbance	2	25	100	42	169
Public Health Emergency	10	35	90	28	163
Mail/Package Bomb	2	25	100	35	162
Animal / Eco-terrorism	2	25	100	35	162
Riot	2	25	100	35	162
*Distant Tsunami	16	15	60	70	161
*Flood - Tidal	20	30	40	70	160
Suicide Bomb	2	50	100	7	159
Intentional Biological Agent Release	2	50	100	7	159
Intentional Radiological Material Release	2	50	100	7	159
Sabotage	2	25	100	28	155
Drought	20	45	10	70	145
HazMat Release - Fixed Facility	20	25	30	70	145
Fire - Large Scale Urban Conflagration	18	25	30	70	143
Communications System Failure	6	30	50	56	142
Sewer Treatment Failure	10	5	70	56	141
Earthquake - Crustal (1 minute)	10	20	40	70	140
Civil Disturbance/Protest/Demonstration	10	25	10	70	115
Volcano	2	5	100	7	114
Information Technology Disruption	2	5	70	35	112
Train Derailment	18	5	10	70	103
Liquid Fuel Supply Disruption	4	10	50	28	92
Dam Failure	2	25	50	7	84
Airplane Crash	18	5	20	28	71
Water Supply Disruption	6	10	30	21	67
Fuel Line Explosion	2	5	0	28	35
Dust Storm	2	5	10	7	24
Extreme Heat Event	2	5	10	7	24

2. Situation and Assumptions

Table 2-1 County Hazard Analysis Matrix					
Hazard	Rating Criteria with Weight Factors				Total Score
	History ¹ (WF=2)	Vulnerability ² (WF=5)	Max Threat ³ (WF=10)	Probability ⁴ (WF=7)	
<i>Score for each rating criteria = Rating Factor (High = 8–10 points; Medium = 4–7 points; Low = 1–3 points) X Weight Factor (WF)</i>					
Notes: <ol style="list-style-type: none"> History addresses the record of previous major emergencies or disasters. Weight Factor is 2. Rating factors: high = 4 or more events in last 100 years; medium = 2–3 events in last 100 years; low = 1 or 0 events in last 100 years. Vulnerability addresses the percentage of population or property likely to be affected by the average occurrence of a hazard. Weight Factor is 5. Rating factors: high = more than 10% affected; medium = 1%–10% affected; low = less than 1% affected. Maximum Threat addresses the percentage of population or property that could be affected in a worst case incident. Weight Factor is 10. Rating factors: high = more than 25% could be affected; medium = 5%–25% could be affected; low = less than 5% could be affected. Probability addresses the likelihood of a future hazard occurrence within a specified period of time. Weight Factor is 7. Rating factors: high = one incident likely within a 10–35 year period; medium = one incident likely within a 35–70 year period; low = one incident likely within a 75–100 year period. 					

See the Lincoln County Multi-Jurisdictional Natural Hazards Mitigation Plan for more information regarding natural hazards for the area.

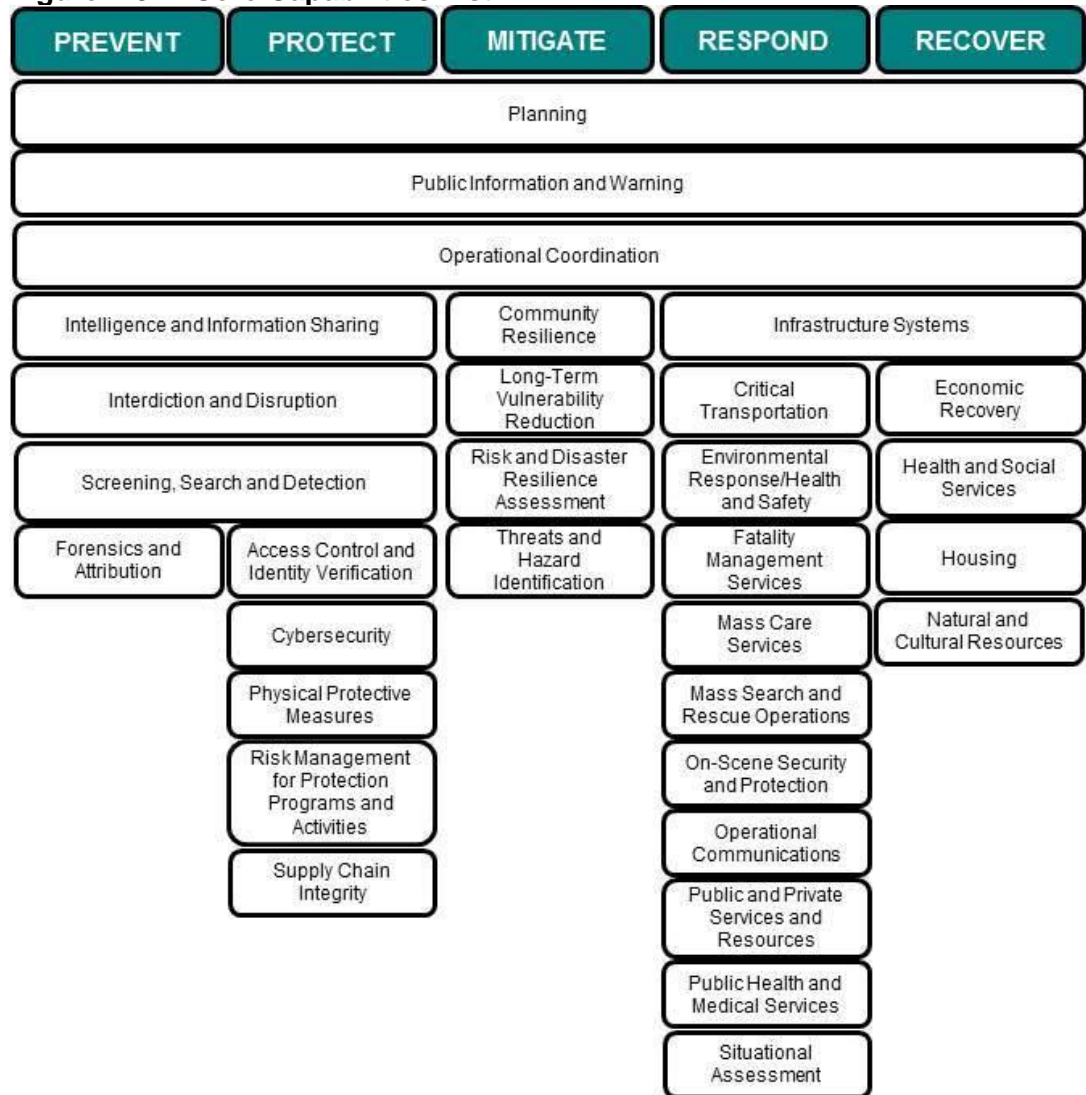
2.1.3 Capability Assessment

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

The City has not defined its core capabilities in accordance with the National Preparedness Goal or undertaken a formal capabilities assessment to date. Should an assessment be conducted in the future, it will help emergency responders evaluate, coordinate, and enhance the cohesiveness of their emergency response plans. A community capability assessment is a low impact systematic approach to evaluate the City’s emergency plan and capability to respond to hazards.

2. Situation and Assumptions

Figure 2-3 Core Capabilities List



2.1.4 Protection of Critical Infrastructure and Key Resources

Critical Infrastructure and Key Resources (CIKR) support the delivery of critical and essential services that help ensure the security, health, and economic vitality of the City. CIKR includes the assets, systems, networks, and functions that provide vital services to cities, states, regions, and, sometimes, the nation, disruption to which could significantly impact vital services, produce cascading effects, and result in large-scale human suffering, property destruction, economic loss, and damage to public confidence and morale.

Key facilities that should be considered in infrastructure protection planning include:

2. Situation and Assumptions

- Structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, and/or water-reactive materials.
- Government facilities, such as departments, agencies, and administrative offices.
- Hospitals, nursing homes, and housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a hazard event.
- Police stations, fire stations, vehicle and equipment storage facilities, and EOCs that are needed for disaster response before, during, and after hazard events.
- Public and private utilities and infrastructure that are vital to maintaining or restoring normal services to areas damaged by hazard events
- Communications and cyber systems, assets, and networks such as secure City servers and fiber optic communications lines.

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 services, 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 and 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 principle 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.

2. Situation and Assumptions

- Local emergency planning efforts focus on accommodating residents while preparing for changes in population trends throughout the year. However, significant increases in 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.
- A terrorist-related incident or attack may occur without warning. If such an attack occurs, the City could be subject to radioactive fallout or other hazard 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 the duties, roles, and responsibilities required of them 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 changes. 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 County lying outside the limits of the incorporated municipalities. The mayor or other designated official (pursuant to city charter or ordinance) of each incorporated City is responsible for emergency management planning and operations for that jurisdiction. Responsibilities may be shared with County Emergency Management under mutual agreement.

Most City departments have emergency functions that are similar to their normal duties. Each department is responsible for developing and maintaining its own procedures for carrying out these functions during an emergency. Specific responsibilities are outlined below, as well as in individual annexes.

3.2 Emergency Management Organization

The City Emergency Manager may, depending on the size or type of incident, delegate the authority to lead response and recovery actions to other City staff. These delegations of authority and limitations to authority should be documented within the incident log. 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 depending upon the location, size, and impact of the incident. The EMO for the City is divided into two general groups, organized by function—the Executive Group and Emergency Response Agencies.

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 legal responsibilities. Key general responsibilities for local elected and appointed officials include:

3. Roles and Responsibilities

- 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
- Leading and encouraging all citizens (including vulnerable populations) to take preparedness actions.
- Encouraging residents to 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 citizen involvement and citizen assistance, issuing policy statements as needed to support actions and activities of recovery and response efforts, and providing the political contact needed for visiting State and federal officials. Additionally, the Council will provide elected liaison with the community and other jurisdictions. In the event that declaration of emergency is needed, 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 on-scene Incident Commander in requesting assistance through the County.
- Acting as liaison with the community during activation of the City ECC.

3. Roles and Responsibilities

- Acting on emergency funding needs.
- Attending Public Information Officer (PIO) briefings.

3.2.1.2 City Manager

The City Manager has been designated as the City Emergency Manager and is responsible for continuity of government, overall direction of City emergency operations, and dissemination of public information, including the following tasks:

- 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 the City Recorder, that plans are in place to protect and preserve City records.

3.2.1.3 Emergency Preparedness Coordinator

The Emergency Preparedness Coordinator, under the direction of the Fire Chief, supports the Emergency Manager in the day-to-day authority and responsibility for overseeing emergency management programs and activities. The Emergency Preparedness Coordinator 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 Preparedness Coordinator 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 Preparedness Coordinator is responsible for:

- Leading the City in preparing for emergencies and establishing plans to continue critical operations.
- Maintaining this plan through seeking input and approval from key stakeholders.
- Analyzing the emergency skills required and arranging the training necessary to provide those skills.
- Taking charge of resource inventory, making sure all emergency equipment (such as satellite phones and radios) is working, maintaining call-down lists, supervising the testing of equipment as needed, suggesting new purchases or approaches to emergency preparedness

3. Roles and Responsibilities

based on regulatory changes, technological changes, or knowledge gained from outcomes of previous emergency situations.

- Identifying, procuring, and administering emergency preparedness grants.
- Assessing the status of the City's compliance with federal and State regulations related to emergency preparedness, including FEMA and NIMS requirements, and seeking to bring the City into compliance as needed.
- Ensuring the operational capability of the City ECC.
- Coordinating the activation of the City ECC and acting as ECC Coordinator, who supports the ECC Director, when the ECC is activated.
- Presenting reports on emergency preparedness issues to department heads, elected officials, and media as directed.
- Serving as day-to-day liaison between City and County Emergency Management.
- Maintaining liaison with organized emergency volunteer groups, as well as business, lodging, and community groups, to increase disaster readiness of City residents and guests.

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 Mayor or City Manager.

3.2.2 Responsibilities of All Departments

Individual departments are an integral part of the emergency organization. While some departments' staff comprises emergency response personnel, the majority of City departments focus on supporting emergency response personnel and/or the continuity of services they provide to the public.

All City departments are responsible for:

- Supporting ECC 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 and/or delegation of authority for each department.
- Developing alert and notification procedures for department personnel.
- Developing guidelines to implement assigned duties specified by this plan.
- Tracking incident-related costs incurred by the department, in coordination with the ECC Finance Section if activated, and submitting expenditure reports in accordance with financial management practices. Incident-related costs may occur during response or recovery phases and may include personnel overtime, equipment used/expended, and contracts initiated.
- Ensuring that vehicles and other equipment are equipped and ready, in accordance with SOPs.
- Notifying the Emergency Preparedness Coordinator of resource shortfalls.
- Identifying essential functions and developing procedures for maintaining and/or reestablishing services provided to the public and other City departments.
- Assigning personnel to the ECC, 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 required training (including required NIMS and ICS training).
- Dedicating staff time for participation in training exercises.
- Preparing and maintaining supporting SOPs and annexes (including incorporation of NIMS components, principles, and policies).

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 departments/districts, law enforcement, emergency medical service (EMS) providers, and public health, environmental health, and public works departments.

Departments or agencies assigned as primary may only be responsible for coordinating with other primary or supporting agencies to ensure continuity.

3. Roles and Responsibilities

- **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: City Public Works Department

Supporting Agencies: City Police Department, Port of Newport, Lincoln County Highway Department

State Agency: Oregon Department of Transportation (ODOT)

Federal Agency: Federal Highway Administration

Transportation-related responsibilities include:

- Monitoring and reporting the status of and any damage to the City's transportation system and infrastructure.
- Identifying temporary alternative transportation solutions that can be implemented by others when City systems or infrastructure are damaged, unavailable, or overwhelmed.
- Coordinating the restoration and recovery of City transportation systems and infrastructure.
- Coordinating support of emergency operations activities among transportation stakeholders within the City's authorities and resources limitations.

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

3.2.3.2 Communications

Primary Agencies: City Police Department, Willamette Valley Communications Center

Supporting Agencies: City Public Works Department, City Fire Department, Lincoln County Emergency Management, TCB Dispatch

State Agencies: Department of Administrative Services, ODOT, Oregon State Police, OEM

Federal Agency: Department of Homeland Security

Alert and Warning

Responsibilities related to alert and warning include:

- Monitoring emergency communications networks.

3. Roles and Responsibilities

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

Communication Systems

Communication-related 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 ECC, once activated.
- Managing and coordinating all emergency notifications to departments and officials (e.g., during transition to continuity facilities or succession notification).

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

3.2.3.3 Public Works

Primary Agency: City Public Works Department

Supporting Agencies: Local utility providers, Lincoln County Highway Department

State Agency: ODOT

Federal Agencies: Department of Defense, Department of Homeland Security

Responsibilities related to public works include:

- Conducting pre-incident and post-incident assessments of public works and infrastructure.
- Executing emergency contract support for life-saving and life-sustaining services.
- Coordinating repair of damaged public infrastructure and critical facilities.
- Coordinating repair and restoration of the City’s critical infrastructure.
- Coordinating disaster debris management activities.

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

3. Roles and Responsibilities

3.2.3.4 Firefighting

Primary Agency: City Fire Department

Supporting Agencies: Mutual aid partners

State Agencies: Department of Forestry, Office of the State Fire Marshal

Federal Agency: Department of Agriculture

Responsibilities related to fire service include:

- Providing fire prevention, fire suppression, and emergency medical aid to prevent loss of life, loss of property, and damage to the environment.
- 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 Information and Planning

Primary Agency: City Administration

Supporting Agencies: All other City departments as requested

State Agency: Office of Emergency Management

Federal Agency: Department of Homeland Security

The Emergency Preparedness Coordinator is responsible for maintaining the readiness of the ECC, 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 the Emergency Preparedness Coordinator and to work in the ECC during an emergency. Other departments may be requested to provide assistance in an emergency.

The following tasks are necessary for the City to activate and utilize its ECC to support and coordinate response operations during an emergency:

- 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 City ECC in an operating mode, as required by the incident, or ensuring that the ECC space can be converted into an operating condition.
- Requesting department representatives (by title) to report to the ECC and developing procedures for crisis training.
- Ensuring that ECC personnel operate in accordance with ICS.
- Ensuring accurate record keeping.

3. Roles and Responsibilities

- Developing and identifying duties of staff, use of displays and message forms, and procedures for ECC activation.

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

3.2.3.6 Mass Care

Primary Agency: City Administration

Supporting Agencies: Red Cross, Salvation Army, Housing Authority of Lincoln County, City Fire Department, County Health and Human Services, Lincoln County School District, County Emergency Management

State Agency: Department of Human Services

Federal Agency: Department of Homeland Security

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 Human Services Department, with support from the Oregon Trail Chapter of the 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 and ESF 11 – Food and Water. Responsibilities related to mass care include:

- Maintaining and implementing procedures for care and shelter of displaced citizens.
- Maintaining and implementing procedures for the care and shelter of animals in an emergency.
- Coordinating support with other City and County departments, relief agencies, and volunteer groups.
- Designating a coordinator/liason to participate in all phases of the County 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 Red Cross, Salvation Army, or other disaster relief organizations).

3. Roles and Responsibilities

- 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 and ESF 11 – Food and Water for more details.

3.2.3.7 Resource Support

Primary Agency: City Administration

Supporting Agencies: Finance Department, County Emergency Management

State Agency: Department of Administrative Services

Federal Agencies: Department of Homeland Security, General Services Administration

Responsibilities related to resource support include:

- Establishing procedures for employing temporary personnel for disaster operations.
- Establishing and maintaining a staffing reserve, in cooperation with law enforcement.
- 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 – Resource Support for more details.

3. Roles and Responsibilities

3.2.3.8 Health and Medical

Health Services

Primary Agency: County Health and Human Services, County Emergency Management

Supporting Agencies: Samaritan Pacific Communities Hospital

State Agency: Oregon Health Authority

Federal Agency: Department of Health and Human Services

The City relies on the County to provide public health and human services. The County Health and Human Services Department 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. Relevant operations are detailed in the County EOP, ESF 6 – Mass Care and ESF 8 – Health and Medical.

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.
- 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 phases of the County emergency management program, when necessary or as requested.

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

3. Roles and Responsibilities

Medical Services

Primary Agency: City Fire Department

Supporting Agencies: Pacific West Ambulance, Samaritan Pacific Communities Hospital, County Health and Human Services

State Agency: Oregon Health Authority

Federal Agency: Department of Health and Human Services

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 – Health and Medical for more details.

3.2.3.9 Search and Rescue

Primary Agency: County Sheriff's Office, City Fire Department

Supporting Agencies: Mutual aid partners, City Police Department

State Agencies: Office of Emergency Management, Office of the State Fire Marshal

Federal Agencies: Department of Defense, Department of Homeland Security, Department of Interior

Responsibilities related to search and rescue include:

- Coordinating available resources to search for and rescue persons lost outdoors.
- Performing specialized rescue (e.g., water, high-angle, structural collapse), as needed and practical.
- 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 Hazardous Materials

Hazardous Materials Response

Primary Agency: City Fire Department (initial response)

Supporting Agencies: Office of the State Fire Marshal Team No. 5

State Agencies: Department of Environmental Quality

Federal Agencies: Department of Homeland Security, Environmental Protection Agency

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

Primary Agency: Oregon Health Authority, Radiation Protection Services

Supporting Agencies: Oregon State Fire Marshal Regional Hazardous Materials Team No. 5)

State Agencies: Department of Energy

Federal Agencies: Department of Homeland Security, Environmental Protection Agency

Responsibilities related to radiological protection include:

- 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 the State Radiation Protection Services or federal government.

3. Roles and Responsibilities

- Providing monitoring services and advice at the scenes of accidents involving radioactive materials.

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

3.2.3.11 Food and Water

Primary Agency: City Administration

Supporting Agencies: City Public Works

State Agencies: Department of Agriculture, Oregon Health Authority

Federal Agency: Department of Homeland Security

Responsibilities related to food and water include:

- Assessing food and water needs for the community.
- Identifying food and water resources.
- Storing food and water resources.
- Monitoring the collection and sorting of all food and water supplies and establishing procedures to ensure that they are safe for consumption.
- Coordinating transportation of food and water resources to the community.

See FA 2 – Human Services and the County EOP, ESF 11 – Food and Water for more details.

3.2.3.12 Energy

Primary Agency: Central Lincoln Public Utility District, City Administration

Supporting Agencies: Public Works Department, Local utility providers

State Agencies: Department of Energy, Public Utility Commission

Federal Agency: Department of Energy

Responsibilities related to energy include:

- Coordinating with local utilities to restore and repair damaged infrastructure and accompanying systems.
- Coordinating with local utilities to reduce the risk of physical or cyber-attack on lifeline utility 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.

3. Roles and Responsibilities

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

3.2.3.13 Military Support

Primary Agency: City Police Department
Supporting Agencies: County Emergency Management
State Agency: Oregon Military Department
Federal Agency: Department of Defense

Responsibilities related to military support include:

- Working with the Oregon Military Department when it is necessary for them to:
 - Coordinate, employ, and control Oregon National Guard forces and military resources to assist civil authorities with the protection of life and property, and to maintain peace, order, and public safety.
 - Mobilize and stage personnel and equipment to restore/preserve law and order and provide support to other ESFs respectively as directed by the State ECC and within Oregon National Guard capabilities.
- Coordinate with the active federal military to ensure mutual support during federal disaster relief operations.

See FA 1 – Emergency Services and the County EOP, ESF 13 – Military Support for more information.

3.2.3.14 Public Information

Primary Agency: City Administration
Supporting Agencies: County Emergency Management
State Agency: Office of Emergency Management
Federal Agency: Department of Homeland Security

Responsibilities related to public information 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.

3. Roles and Responsibilities

- Securing printed and photographic documentation of the disaster situation.
- Handling unscheduled inquiries from the media and the public.
- Being aware of non-English-speaking and/or bilingual population centers within the City and County and preparing training and news releases accordingly.
- Monitoring the media and correcting misinformation.
- Overseeing and providing information to call-takers who receive requests for assistance from the public.

See FA 1 – Emergency Services and the County EOP, ESF 14 – Public Information for more details.

3.2.3.15 Volunteer and Donations Management

Primary Agency: City Administration

Supporting Agencies: City Police Department, City Fire Department, Community Emergency Response Team, local volunteer organizations

State Agency: Office of Emergency Management

Federal Agency: None

Responsibilities related to volunteer and donations management include:

- Coordinating the identification and vetting of volunteer resources.
- Matching volunteer resources and donations with the unmet needs of the community.
- Maintaining a donations management system to ensure the effective utilization of donated cash, goods, and services.
- Providing guidance to personnel coordinating the management of undesignated cash donations, unsolicited goods, and emergent volunteers.
- Directing unaffiliated volunteers to and coordinating with government-sponsored/organized volunteer organizations such as Community Emergency Response Team (CERTs), Red Cross, Fire Corps, and/or Medical Reserve Corps, Volunteers in Police Services, and volunteers associated with the faith-based community in completing their assigned tasks.

See ESF 15 – Volunteer and Donations Management for more details.

3. Roles and Responsibilities

3.2.3.16 Law Enforcement

Primary Agency: City Police Department

Supporting Agencies: County Sheriff's Office, mutual aid partners

State Agencies: Department of Justice, Oregon State Police

Federal Agency: Department of Justice

Responsibilities related to law enforcement include:

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

See FA 1 – Emergency Services, and County ESF 16 – Law Enforcement for more information.

3.2.3.17 Agriculture and Animal Protection

Primary Agency: City Administration

Supporting Agencies: County Health and Human Services Department, County Sheriff's Office

State Agency: Department of Agriculture

Federal Agency: Department of Agriculture, Department of Interior

Responsibilities related to agriculture and animal protection include:

- Conducting animal and plant disease and pest response.
- Coordinating animal/veterinary/wildlife response during a disaster, including:
 - Capturing/rescuing animals that have escaped confinement or been displaced from their natural habitat.
 - Providing emergency care to injured animals.
 - Providing humane care, handling, and sheltering to animals (including service animals, pets, and livestock).
- Protecting the State's natural resources from the impacts of a disaster.

See ESF 17 – Agriculture and Animal Protection for more details.

3. Roles and Responsibilities

3.2.3.18 Business and Industry

Primary Agency: City Administration

Supporting Agencies: Greater Newport Chamber of Commerce

State Agency: Business Oregon

Federal Agency: Small Business Administration

Responsibilities related to business and industry include:

- Coordinating with business and industry partners to facilitate private-sector support to response and recovery operations.
- Identifying short-term recovery assistance to business and industry partners.
- Facilitating communication between business and industry partners and the local, tribal, and state emergency management organizations.
- Providing economic damage assessments for impacted areas.

See ESF 18 – Business and Industry for more details.

3.2.3.19 Recovery

Primary Agency: City Administration

Supporting Agencies: All remaining City departments

State Agency: OEM

Federal Agencies: FEMA, U.S. Department of Commerce, U.S. Department of Health and Human Services, U.S. Department of Housing and Urban Development, U.S. Army Corps of Engineers, U.S. Department of Interior

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.

3. Roles and Responsibilities

- Ensuring accurate documentation of the recovery effort to secure federal reimbursement of funds.

See FA 4 – Community Recovery for more information.

3.2.3.20 Evacuation and Population Protection

Primary Agency: City Police Department

Supporting Agencies: County Sheriff's Office, Fire Department, Public Works Department

State Agencies: Oregon State Police, OEM

Federal Agency: None

Responsibilities related to evacuation and population protection include:

- Defining responsibilities of City departments and private-sector groups.
- Identifying high-hazard areas and corresponding numbers of potential evacuees.
- Coordinating evacuation planning, including:
 - Movement control
 - Health and medical requirements
 - Transportation needs
 - Emergency Public Information materials
 - Shelter and reception location
- Developing procedures for sheltering in place.
- Confirming and managing locations of staging areas and pick-up points for evacuees requiring public transportation.
- Providing guidance on commuting arrangements for essential workers during the evacuation period.
- Assisting with control and safety measures in the evacuated area and reassigning personnel during the evacuation period.
- Conducting evacuation in accordance with City policy.
- If an evacuation is instituted, notifying the Red Cross (1-888-680-1455).

See FA 1 – Emergency Services for more details.

3. Roles and Responsibilities

3.2.3.21 Damage Assessment

Primary Agency: Community Development Department, Public Works Department

Supporting Agencies: All other departments as requested, County Building Department

State Agency: Office of Emergency Management

Federal Agency: None

Responsibilities related to damage assessment include:

- Establishing a damage assessment team from among City departments with assessment capabilities and responsibilities.
- Training and providing damage plotting team members to the ECC.
- 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.

3.2.3.22 Legal Services

Primary Agency: City Attorney

Supporting Agencies: County Legal Counsel

State Agency: None

Federal Agency: None

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
 - 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

3. Roles and Responsibilities

- 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.

3.2.2.23 Coordination with Special Facilities

Primary Agency: Fire Department

Supporting Agencies: All City departments as requested

State Agency: None

Federal Agency: None

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

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

3.2.3.24 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 Manager.

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. Roles and Responsibilities

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:

- 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 mutual aid and assistance agreements 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 and Faith-Based Organizations

Nongovernmental and faith-based organizations play enormously important roles before, during, and after an incident. In the City, nongovernmental/faith-based organizations such as the 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 and faith-based organizations also collaborate with responders, governments at all levels, and other agencies and organizations.

The roles of nongovernmental and faith-based organizations in an emergency may include:

- Training and managing volunteer resources.
- Identifying shelter locations and needed supplies.

3. Roles and Responsibilities

- 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.
- Preparing emergency supply kits and household emergency plans that consider 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 Board of County Commissioners. 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 401.035, 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 401.092 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 ESFs is assigned by the Governor to the department

3. Roles and Responsibilities

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 by the Governor. Thus, procedures and policies for allocating and coordinating resources at the federal level follow the Oregon Emergency Management Plan 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.

4

Concept of Operations

4.1 General

Primary roles involved during the initial emergency response will focus on first responders, such as fire services, police services, and the public works department. Depending on the type of incident, initial response also may include hospitals, local public health departments, and hazardous material teams. In all emergencies, saving and protecting human lives is the top priority of the City and emergency response personnel.

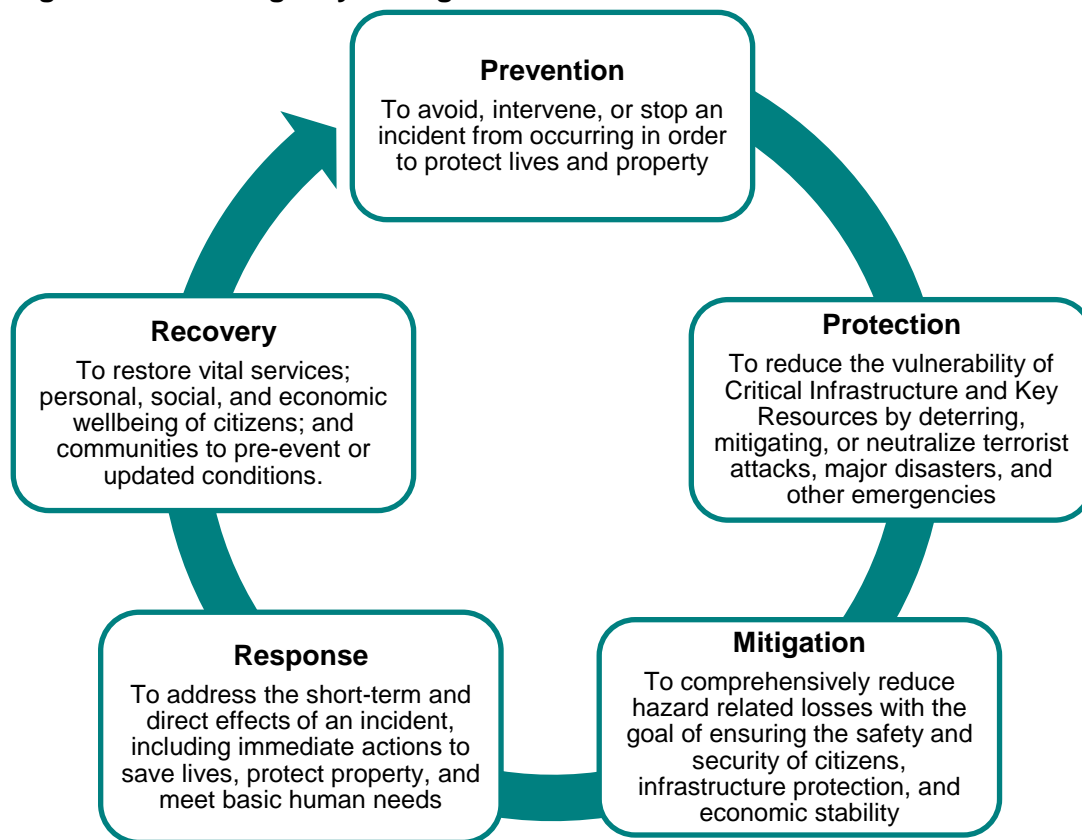
The City is responsible for emergency management and protecting life and property of citizens within this jurisdiction. This EOP will be used when the City or individual emergency response agencies are reaching or have exceeded their capabilities to respond to an emergency. It may also be used during non-routine incidents or pre-planned events where City resources are limited and/or have been expended.

4.2 Emergency Management Mission Areas

This plan adheres to the emergency management principle of all-hazards planning, which is based on the fact that most responsibilities and functions performed during an emergency are not hazard-specific. The focus of this EOP is response and short-term recovery actions. Nevertheless, this plan both impacts and is informed by activities conducted before and after emergency operations take place and is designed to assist the City in the following five mission areas.

4. Concept of Operations

Figure 4-1 Emergency Management Mission Areas



4.3 Response and Recovery Priorities

4.3.1 Response

Response activities within the City are undertaken immediately after an incident. The City's response priorities are defined below:

1. **Lifesaving:** Efforts to save lives and operations that minimize risks to public health and safety.
2. **Property:** Efforts to reduce impacts to CIKR and minimize property damage.
3. **Environment:** Efforts to mitigate long-term impacts to the environment.

4.3.2 Recovery

Recovery activities will begin as soon as conditions permit following an incident. It is the responsibility of all levels of government to assist the public and private sectors with recovery from disaster. A widespread disaster will impact the ability of businesses to function, disrupt employment, interrupt government services, and impact tax revenues within the City. This EOP is not a recovery plan; however,

4. Concept of Operations

the City recognizes that response and recovery activities often take place concurrently until the life safety and emergency protective actions are completed.

Recovery operations are the actions taken to restore vital services, help citizens resume self-sufficiency, and help communities return to pre-event or “new normal” conditions. Short-term recovery involves the restoration of critical services such as communications, water supply, sewage service, emergency medical capabilities, and electricity, as well as garbage and debris removal. These functions must occur early in the emergency response to support the life, health, and safety of the population and to support other emergency operations. The City’s recovery priorities for CIKR are defined below:

1. **Initial Damage Assessment:** Determine structure impacts to the City.
2. **Debris Removal:** Coordinate debris clearance, collection, and removal.
3. **Infrastructure Restoration:** Facilitate restoration of CIKR.

4.4 Incident Levels

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

4.4.1 Level 1

A Level 1 incident is a minor and localized incident that is quickly resolved within existing City resources or limited outside help. A Level 1 incident has little or no impact on personnel or normal operations outside the locally affected area. Level 1 incidents do not require activation of this EOP or the ECC. Impacted emergency response personnel coordinate directly with their individual departments and each other to resolve the incident.

Examples of Level 1 incidents include small chemical spills, small fires, limited duration power failure, and normal fire and police response requests.

4.4.2 Level 2

A Level 2 incident is a major event or threat that requires response by more than one department/response agency due to special or unusual characteristics, or is beyond the scope of available local resources. Level 2 incidents may require partial implementation of this EOP and the ECC.

Examples of Level 2 incidents include large or multiple structure fires, structural collapse, significant hazardous materials release, extended power or utility outage, severe flooding, multi-fatality incidents, or any external emergency that may affect City response agencies or operations.

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4.4.3 Level 3

A Level 3 incident is a major disaster or imminent threat involving the coordinated response of local, regional, State, and federal resources to save lives and protect the property of a large portion of the population. The effects of the emergency are wide-ranging and complex and may require the sheltering or relocation of the affected population. Under such conditions, this EOP will be implemented and the ECC will be activated.

Examples of Level 3 incidents include major explosion, major hazardous materials release, major earthquake, or a terrorism incident.

4.4.4 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 five levels of complexity that ascend from relatively minor incidents (Type 5, e.g., vehicle fire) to a major disaster (Type 1) resulting in high impact on the City and requiring national response resources (source: U.S. Fire Administration).

During an incident,

- Where federal agencies are involved in response and recovery operations (Type 3), or
- Where national resources are impacted (such as waters of the U.S.), requiring response from federal agencies

Incident levels identified in this EOP will transition to the NIMS incident levels. Refer to Table 4-1 for further information on NIMS incident levels.

4. Concept of Operations

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

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

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 Emergency Manager may implement the EOP as deemed appropriate for the situation or at the request of an on-scene Incident Commander. In addition, the Emergency Preparedness Coordinator, under the direction of the Emergency Manager may partially or fully activate and staff the City ECC based on an emergency’s type, size, severity, and anticipated duration. An emergency declaration is not required in order to implement the EOP or activate the ECC. Upon notification that the ECC has been activated and/or an emergency has been declared, all involved City emergency services will

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implement their respective plans and procedures, and provide the ECC Director with the following information:

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

Refer to the immediate actions checklist for further information on initial actions to be taken by the Emergency Manager (or designee) upon implementation of all or part of this EOP.

4.5.2 Alert and Warning

Warnings, emergency information and notifications, or disaster reports received by City personnel will be relayed to the Emergency Manager and the Willamette Valley Communications Center. City response personnel will communicate and receive notifications using traditional communications technology such as landline and cellular telephones, faxes, pagers, internet/e-mail, and radio throughout the duration of response activities as long as these resources are available. Emergency notification procedures are established among the response community, and call-down lists are updated and maintained by each agency. External partners will be notified and coordinated through the City ECC as appropriate. *See FA 1 – Emergency Services for more details.*

4.5.3 Communications

The ability of responders from different agencies and disciplines to work together depends greatly on their ability to communicate with each other. Plain language is essential to first responder and public safety, and will be used by all City personnel during emergencies. The use of common terminology enables emergency responders, ECC personnel, and City staff, as well as personnel from neighboring jurisdictions, the County, or State, to communicate clearly with each other and effectively coordinate response activities, regardless of an incident's size, scope, or complexity.

Through the County, a public warning and broadcast system has been established for the City to provide emergency information and instructions during a pending or actual emergency incident or disaster.

See FA 1 – Emergency Services for detailed information regarding how communication systems are accessed, managed, and operated throughout an emergency's duration.

4. Concept of Operations

4.5.3.1 Interoperability

City departments have the ability to operate and communicate effectively together and with the County through the use of systems, personnel, and equipment. It recognizes that successful emergency management and incident response operations require the continuous flow of critical information among jurisdictions, disciplines, organizations, and agencies through interoperable and redundant equipment. In addition to mobile satellite capabilities, cell phones, hand-held radios, and an active local amateur radio group, the City Public Works Department carries CB radios to allow for communication with private organizations.

4.5.4 Situational Awareness and Intelligence Gathering

Situational awareness and intelligence gathering are necessary to maintain a common operating picture among response agencies and provide the basis for emergency alert and warning (when an incident alert is not received by an outside agency). Situational awareness is the ongoing process of collecting, analyzing, and sharing information across agencies, intergovernmental levels, and the private sector. Intelligence gathering is the collecting of security and operational information, such as severe weather forecasts from the National Weather Service. Intelligence gathering may also be used to detect, prevent, apprehend, and prosecute criminals planning terrorist incidents.

On a day-to-day basis, and during Level 1 and 2 incidents when the ECC is not fully activated, the City, primary agencies, and supporting response agencies will:

- Be aware of their surroundings and identify and report potential threats and dangerous situations.
- Share and evaluate information from multiple sources.
- Integrate communications and reporting activities among responding agencies.
- Monitor threats and hazards.
- Share forecasting of incident severity and needs.

If activated, the ECC Planning Section Chief will lead situational awareness and intelligence gathering activities and functions, unless otherwise designated. If a criminal or terrorist incident is suspected, the City Police Department will notify the Oregon Terrorism Information Threat Assessment Network Fusion Center (OTFC) through the County Sheriff's Office. During a terrorist incident, the OTFC will support situational awareness and intelligence gathering functions.

4.5.5 Resource Management

When the ECC is activated, the Logistics and Planning Sections have primary responsibility for coordinating the resource management effort and have authority

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under emergency conditions to establish priorities for the assignment and use of all City resources. In a situation where resource allocations are in dispute, the City Manager has the final allocation authority. City resources will be allocated according to the following guidelines:

- Deploy resources according to the City's response and recovery priorities.
- Distribute resources so that the most benefit is provided for the amount of resources expended.
- Coordinate citizen appeals for assistance through the PIO at the ECC or Joint Information Center (JIC). Use local media to provide citizens with information about where to make these requests.
- Activate mutual aid agreements as necessary to supplement local resources.
- When all local resources are committed or expended, issue a request to the County for County, State, and federal resources through an emergency declaration.

4.5.5.1 Resource Typing

Resource typing is a method for standardizing equipment requests and managing resources during an incident in accordance with NIMS. A resource typed list can increase the usefulness of the tools requested during an emergency and may reduce costs by eliminating orders for equipment that are inaccurate or inappropriate for the situation. The City has implemented resource typing. Should resource typing be implemented, response personnel and support staff will train and exercise using resource typing lists to become familiar with the standard terminology for commonly requested resources.

4.5.5.2 Credentialing of Personnel

The City has implemented a formalized credentialing program including the Emergency Coordination Program list in the ECC. Each department has identified the individual requirements required for emergency response and maintains a list of completed trainings and programs.

4.5.5.3 Volunteer and Donations Management

Volunteer and donations management planning ensures the most efficient and effective use of unaffiliated volunteers, unaffiliated organizations, and unsolicited donated goods to support events and incidents. Technical assistance for implementing NIMS/ICS volunteer and donations management procedures is available from OEM.

When the ECC is activated and an emergency has not been declared, volunteer services and donated goods will be managed through the City ECC, with support

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from volunteer organizations such as the Red Cross and Salvation Army. If the incident escalates and requires a declaration of an emergency, then the ECC will coordinate volunteer and donations management support with the County.

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.

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

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

Persons with access and functional needs within the City have the primary responsibility for minimizing the impact of disasters through personal preparedness activities. To the greatest extent possible, the Emergency Preparedness Coordinator will assist them in carrying out this responsibility by providing preparedness information, emergency public information, and critical public services in an accessible manner.

See FA 2 – Human Services for additional information on Access and Functional Needs Populations.

4.5.7 Children and Disasters

Planning and preparing for the unique needs of children is of utmost concern to the City and, whenever possible, the City will consider preparedness, evacuation, shelter operations, and public outreach and education activities that identify issues particular to children.

Individuals with children have the primary responsibility for minimizing the impact of disasters on themselves and their children through personal preparedness activities. To the greatest extent possible, the Emergency Preparedness Coordinator will assist in carrying out this responsibility by

4. Concept of Operations

providing preparedness information, emergency public information, and critical public services.

4.5.8 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 people affected by disasters. Preparing for the care of animals during a disaster is the responsibility of owners. However, the City may coordinate with local animal owners, veterinarians, and animal advocacy groups and charities sponsored by private organizations to address animal-related issues that arise during an emergency. If local resources are insufficient to meet the needs of animals during a disaster, the City may request assistance through County Emergency Management.

4.5.9 Demobilization

As the emergency situation progresses and the immediate response subsides, a transition period will occur during which emergency responders will hand responsibility for emergency coordination to agencies involved with short- and long-term recovery operations.

The following issues will be considered when demobilizing:

- Identification of surplus resources and probable resource release times.
- Demobilization priorities as established by the on-scene Incident Commander and/or ECC Director.
- Released or demobilized response resources as approved by the on-scene Incident Commander and/or ECC Director.
- Repair and maintenance of equipment, if necessary.

The City Manager, with advice from ECC Director and/or on-scene Incident Commander, will determine when a state of emergency no longer exists, emergency operations can be terminated, and normal City functions can be restored.

4.5.10 Transition to Recovery

Once the immediate response phase has been completed, the City will turn toward recovery to restore government function and community services. A transition from response to recovery may occur at different times in different areas of the City.

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

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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 “new normal” or improved state.

During the recovery period, the City will review and implement mitigation measures, collect lessons learned and share them within the emergency response community, and reassess this EOP, including annexes, to identify deficiencies and take corrective actions. Resources to restore or upgrade damaged areas may be available if the City demonstrates 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.

5

Command and Control

5.1 General

The ultimate responsibility for command and control of City departments and resources lies with the City Manager, unless otherwise delegated. City emergency operations, both on scene and in the City ECC, will be conducted in a manner consistent with NIMS, including use of ICS.

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.

5.2 On-Scene Incident Management

Initial response to an incident will be managed by the responding agency (i.e., Public Works Department, Police Department, and/or Fire Department), who will assign an on-scene Incident Commander. The on-scene Incident Commander is responsible for performing or directing such duties as enforcing emergency measures and designating emergency areas. During the initial response, the on-scene Incident Commander may establish an Incident Command Post and may assume the responsibilities of Command Staff until delegated. Upon establishment of ICS, the on-scene Incident Commander will notify the Emergency Manager and request activation of the City ECC, as appropriate. The on-scene Incident Commander may also establish an on-scene Unified Command structure with City, County, and State leads.

5.3 Emergency Coordination Center Support to On-Scene Operations

Depending on the type and size of incident, or at the request of the on-scene Incident Commander, the City may activate the ECC and assign an ECC Director. The ECC and ECC Director support on-scene operations and coordinate City resources. The request will be submitted to the Emergency Manager, who will determine whether to activate the City ECC and will assume, or designate, the role of ECC Director. In most instances, the on-scene Incident Commander will retain tactical control over the incident, relying on the City ECC for resource coordination, communications, and public information support. In a more complex incident, the Incident Commander may relocate to the City ECC to serve as part of the Unified Command or Multi-Agency Coordination Group, ensuring proper coordination of resources across agencies. Outside assistance from neighboring jurisdictions or from private contractors will be requested and used as an adjunct to existing City services, and then only when a situation threatens to expand beyond the City's response capabilities.

5. Command and Control

Upon activation of the City ECC, the ECC Director is empowered to assume executive control over all departments, divisions, and offices of the City during a state of emergency. If appropriate, the on-scene Incident Commander or ECC Director may request that the Mayor or City Manager declare a state of emergency.

5.4 Emergency Coordination Center

The ECC supports incident response activities, including tracking, management, and allocation of appropriate resources and personnel, and may also serve as a Multi-Agency Coordination Center, if needed. The ECC will be activated upon notification of a possible or actual emergency. During large-scale emergencies, the ECC may become the City seat of government for the duration of the crisis.

5.4.1 Emergency Coordination Center Activation

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

- The ECC will be activated by the Emergency Manager, who may assume or designate the role of ECC Director. While the on-scene Incident Commander retains tactical control of the incident, the ECC Director assumes responsibility for coordinating and prioritizing City resources in support of emergency operations.
- The ECC Director 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, forces supplied through mutual aid agreements, and private contractors. County, State, and federal support will be requested if the situation dictates.
- Communications equipment in the ECC will be used to receive information, disseminate instructions and notifications, and coordinate emergency operations.
- The on-scene Incident Commander may establish an on-scene command post at the scene to maintain close contact and coordinate resources with the ECC.
- Department heads and organization leaders are responsible for assigned emergency functions, as outlined in FA 1 through FA 4.
- The ECC may, as appropriate, operate on a 24-hour basis.
- The Emergency Manager, or designee, will immediately notify the County Emergency Management office upon activation of the City ECC.

5. Command and Control

Periodic updates will be issued to the County for the duration of City ECC activation.

See Appendix B – Incident Action Planning Cycle for more information on the activities that occur during an operational period and the development of an Incident Action Plan.

5.4.2 Emergency Coordination Center Location

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

City Council Chambers
 169 SW Coast Hwy, Newport, Oregon

Figure 5-1 Primary ECC Location

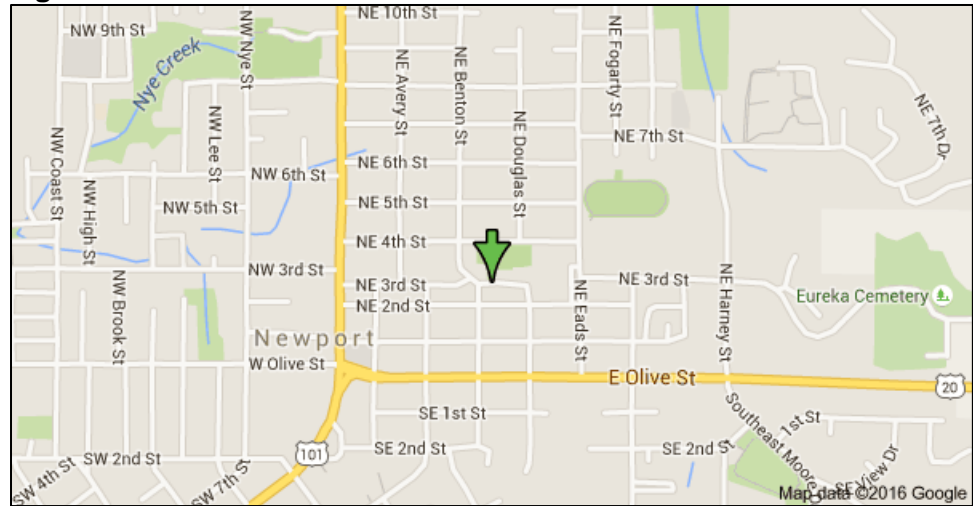


If necessary, the **alternate location** for the City ECC is:

City Shops
 335 NE 3rd, Newport, Oregon

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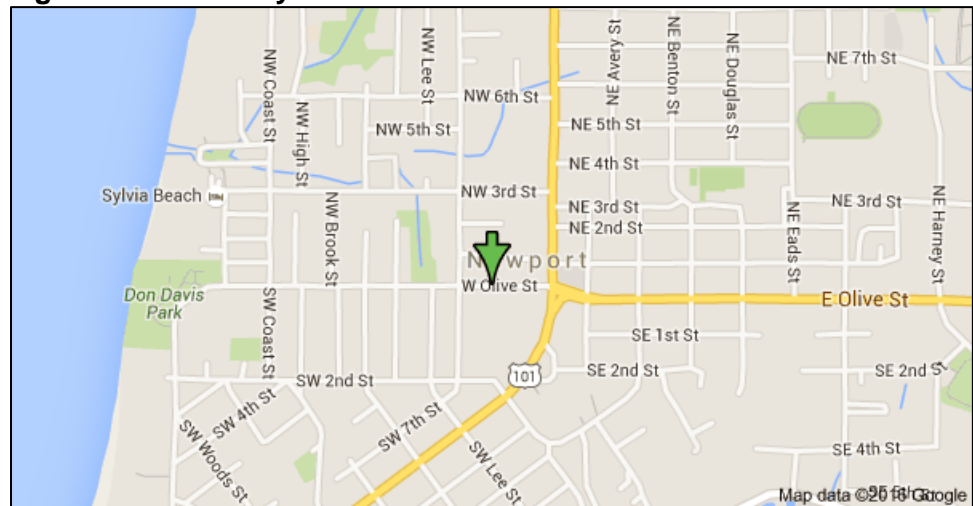
Figure 5-2 Alternate ECC Location



The County EOC is located at:

Board of Commissioners Conference Room
 Lincoln County Courthouse, 225 West Olive Street, Newport, Oregon

Figure 5-3 County EOC Location



The location of the ECC can change as required by the needs of the incident. Coordination and control for City emergency resources will take place from the ECC as long as environmental and incident conditions allow. However, if conditions require relocation of the ECC, then the ECC Director will designate an alternate facility. The ECC Director may request the use of the County EOC or County facilities from County Emergency Management.

5.4.3 Emergency Coordination Center Staffing

Depending on the incident type, City departments will provide staff to the ECC. The City may receive assistance from County Emergency Management to support the ECC. At any time, if the incident expands or contracts, changes in jurisdiction

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or discipline, or becomes more or less complex, the on-scene Incident Commander or ECC Director may change to meet the needs of the incident. In the event that local staffing resources are not adequate to maintain the City ECC, the City may request support from the State via the County.

City departments involved in emergency response and personnel assigned to Command and General Staff (if previously designated) are required to report to the ECC upon activation. Personnel assigned to the ECC 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 ECC 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 ECC operation efficiency.

5.4.4 Access and Security

During an emergency, access to the City ECC will be limited to designated emergency operations personnel due to the large volume of incoming and outgoing sensitive information. The ECC Director may allow access on an individual, case-by-case basis. Appropriate security measures will be in place to identify personnel who are authorized to be present, including the existing identification badge policy.

5.4.5 Deactivation

Each incident will be evaluated to determine the need for continued operation of the ECC after the emergency response phase of the incident has been completed. This decision is made by the on-scene Incident Commander, ECC Director, and City Manager (if different than the ECC Director).

During the initial phase of the recovery period for a major disaster, it may be desirable to continue to operate the City ECC during the day with limited staffing to facilitate dissemination of public and local government disaster relief information. This alternative should be weighed against the option of immediately requiring the City Manager and staff to manage recovery operations as part of their daily responsibilities.

The City Manager has the final approval authority for activation and closure of the ECC. Once the decision has been made to limit hours/staff or close the ECC, notification must be disseminated to the same agencies that were notified it was activated. If necessary, the ECC may also be re-opened (see activation procedures in Section 5.4.1) and emergency operations re-initiated at any time. As with initial activation, re-activation of the ECC would occur at the direction of the Emergency Manager, or designee.

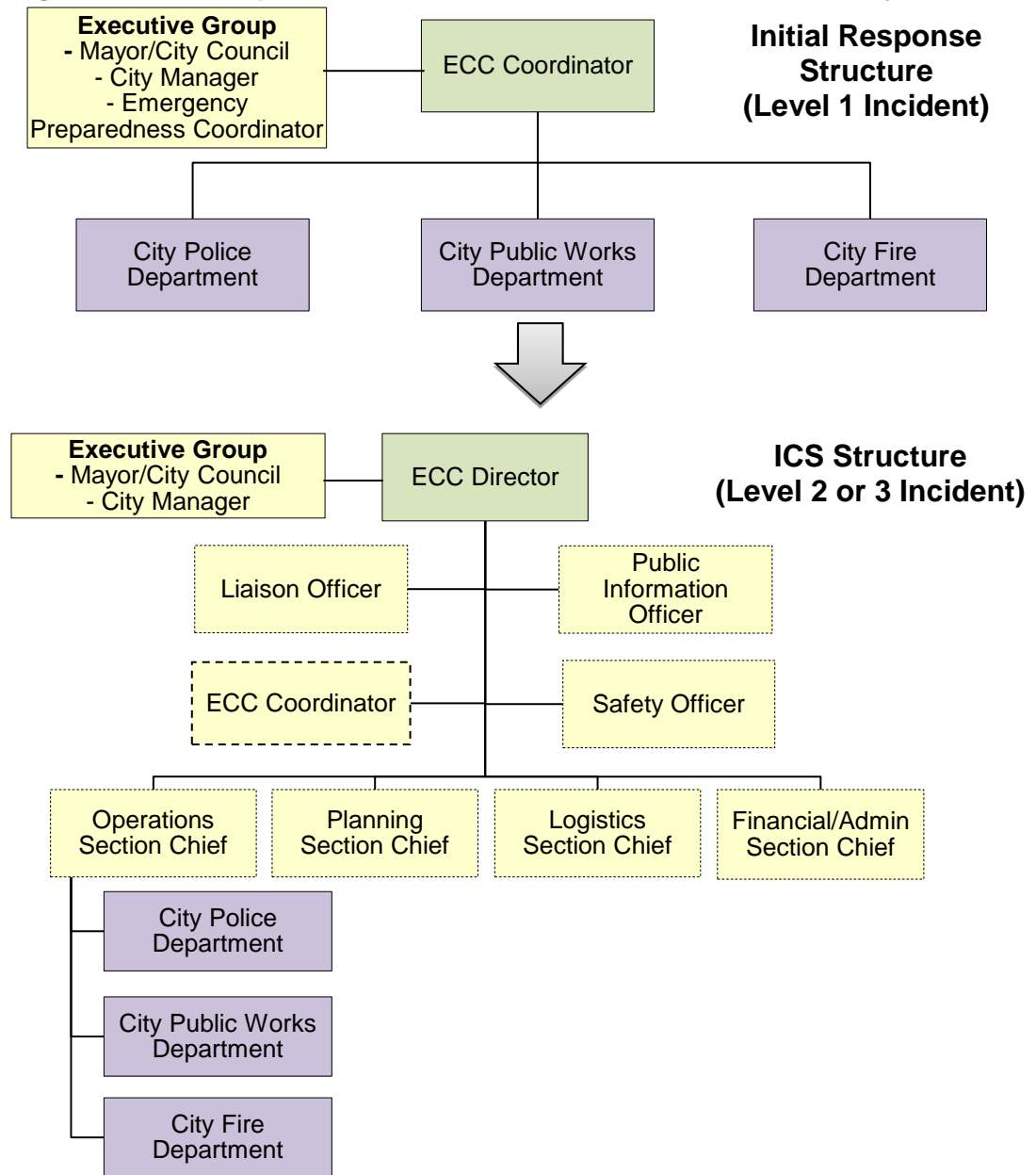
5. Command and Control**5.5 Incident Command System**

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. The City will utilize ICS to manage resources and activities during an emergency response, in order to communicate with other responding agencies using common terminology and operating procedures (Figure 5-4).

The City ICS structure can be expanded or contracted, depending on the incident's changing conditions. During a large-scale (Level 3) incident, it can be staffed and operated by qualified personnel from any emergency service agency, including personnel from a variety of disciplines. The City ICS structure can also be utilized for lower level emergencies such as a minor incident involving a single emergency response agency (Level 1). The City has established an EMO, supporting ECC activation and ICS operational procedures, and position checklists. Copies of these checklists are available in the EOC.

5. Command and Control

Figure 5-4 Example of a Scalable Command Structure for the City



5.5.1 Emergency Coordination Center Director

The ECC Director is responsible for operation of the ECC when it is activated and has overall responsibility for coordinating resources in support of emergency operations. In general, the ECC Director is responsible for:

- Maintaining ECC operations in accordance with the principles of ICS and NIMS.
- Approving and supporting implementation of an IAP.

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- Coordinating activities supporting emergency operations.
- Approving release of information through the PIO.
- 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 ECC Director may change to meet the needs of the incident.

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

The Safety Officer is responsible for the safety of emergency response personnel, ECC Command and General Staff, and their operations. The Safety Officer's responsibilities include:

- Identifying initial hazards, determining personal protective equipment requirements, and defining decontamination areas.
- Implementing site and access control measures.
- Monitoring and assessing the health and safety of response personnel and support staff.
- Preparing and implementing a site Health and Safety Plan and updating the ECC Director, on-scene Incident Command, and Operations Chiefs as necessary regarding safety issues or concerns.
- Exercising emergency authority to prevent or stop unsafe acts.

5.5.2.2 Public Information Officer

The PIO will coordinate and manage the City's public information network, including local, County, regional, and State agencies; 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 JIC.

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- Implementing information clearance processes with the ECC Director.
- 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 ECC and/or County EOC, depending on the type of emergency incident that has occurred. Liaisons represent entities and organizations such as hospitals, school districts, 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 ECC Director, government officials, and stakeholders.

The annexes attached to this plan contain general guidelines for City staff, volunteer organizations, neighboring jurisdictions, County officials and departments, and other response agency staff to carry out assigned Command Staff responsibilities at the City ECC, as well as at EOCs of the County and neighboring jurisdictions.

5.5.3 Emergency Coordination 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 and organizations are typically included in the Operations Section:

- **Fire Services** – 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.

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- **Public Works** – 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. Examples of support these organizations may provide include:
 - Grass roots social media support for situational awareness, as well as identifying and connecting resources to citizens in need
 - Non-hazardous debris clearance collection and disposal

The Operations Chief is responsible for:

- Developing and coordinating tactical operations to carry out the IAP.
 - Managing field response activities
 - Directing implementation of unit operational plans
 - Requesting resources as needed
- Managing and incorporating community partners and stakeholders (private entities, companies, and nongovernmental organizations) into response operations.

5.5.3.2 Planning Section Chief

The Planning Section is responsible for forecasting the needs of the response as well as implementing 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 and evaluating information, and distributing incident information through status summaries.
 - For terrorist incidents, liaise with the OTFC.
- Maintaining resource status.
- Preparing and disseminating the IAP, including developing alternatives for tactical operations.
- Conducting planning meetings.

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:

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- Managing various resources to meet the needs of incident personnel, such as transportation-related equipment, ECC staff support services, supplies, facilities, and personnel.
- Coordinating with the Planning Section to estimate future support and resource requirements.
- Assisting with development and preparation of the IAP.

5.5.3.4 Finance/Administration

The Finance/Administration Section is activated for large-scale or incidents that require emergency funding or use of specialized services and equipment that are not within the City's resources. Potential units assigned to this section include Compensation/Claims, Procurement, Cost, and Time. Conversely, during some incidents, responding agencies may not require outside assistance, or relatively minor finance or administrative operations are otherwise required. In these instances, the Finance/Administration section can be staffed by a technical specialist in the Planning Section. 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

Unified Command allows all agencies with jurisdictional authority or functional responsibility for the incident to jointly provide management direction to an incident through a common set of incident objectives and strategies and a single IAP. Each participating agency maintains its individual authority, responsibility, and accountability.

Table 5-1 presents a comparison of a single Incident Commander and Unified Command.

5. Command and Control

Table 5-1 Comparison of Single Incident Commander and Unified Commander	
Single Incident Commander	Unified Command
<p>The Incident Commander is solely responsible (within the confines of his or her authority) for establishing incident objectives and strategies.</p> <p>The Incident Commander is directly responsible for ensuring that all functional areas activities are directed toward accomplishment of the strategy.</p>	<p>The individuals designated by their jurisdictional and organizational authorities (or by departments within a single jurisdiction) must jointly determine objectives, strategies, plans, resource allocations, and priorities and work together to execute integrated incident operations and maximize the use of assigned resources.</p>

Source: ICS-300: Intermediate ICS for Expanding Incident Student Manual.

5.5.5 Area Command

An Area Command is a management structure established to oversee the organization of multiple incidents handled by separate ICS organizations, or very large incidents that involve multiple ICS organizations. Area Command is activated only if necessary, depending on the complexity of the incident and span-of-control, and does not have operational responsibilities. If activated, the Area Command:

- Sets overall incident-related priorities:
 - De-conflicts incident management objectives with other ICS organizations and established policies.
 - Allocates critical resources according to incident-related priorities.
 - Identifies critical resource needs and reports them to the EOCs.
- Conducts oversight:
 - Ensures proper management and effective communications and provides for personnel accountability and a safe operating environment.
 - Ensures that short-term emergency recovery is coordinated to assist in the transition to full recovery operations.

5.5.6 Multi-Agency Coordination

In the event that 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 Group). Typically, administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds are brought together to form MAC Groups. Other

5. Command and Control

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.

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Plan Development, Maintenance, and Implementation

6.1 Plan Review and Maintenance

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. If awarded monies through the Emergency Management Performance Grant, this EOP will be reviewed every two years throughout the period of performance of the award. This review will be coordinated by the City Emergency Preparedness Coordinator 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 the plan to ensure their continued viability.

In addition, lead agencies will review the annexes and appendices assigned to their respective departments.

Recommended changes should be forwarded to:

Emergency Preparedness Coordinator
245 NW 10th Street
Newport, OR, 97365

6.2 Training Program

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.

The Emergency Preparedness Coordinator coordinates training for City personnel and encourages them to participate in training sessions hosted by other agencies, organizations, and jurisdictions throughout the region.

Current training and operational requirements set forth under NIMS have been adopted and implemented by the City (see minimum training requirements in

6. Plan Development, Maintenance and Implementation

Table 6-1). The Emergency Preparedness Coordinator 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, as well as:

- EMS personnel
- Firefighters
- Law enforcement personnel
- Public works/utility personnel
- Skilled support personnel
- Other emergency management response personnel
- Support/volunteer personnel at all levels

Emergency Personnel	Training Required
Direct role in emergency management or emergency response	ICS-100b IS-700a
First-line supervisors, mid-level management, and Command and General Staff	ICS-100b, -200a IS-700a
Supervisory role in expanding incidents or a management role in an ECC	ICS-100b, -200a, -300 IS-700a
Management capacity in an Area Command situation or ECC	ICS-100b, -200a, -300, -400 IS-700a, -701a
PIOs	IS-702a
Resource management	IS-703a
Communication or incident information systems	IS-701a
Development of mutual aid agreements and/or mutual aid operational plans	IS 706
Planning	IS-800b
<i>Additional information about training requirements can be found on the OEM website at http://www.oregon.gov/OMD/OEM/plans_train/docs/nims/nims_who_takes_what.pdf. Independent study courses can be found at http://training.fema.gov/IS/crslst.asp.</i>	

6.3 Exercise Program

The City will conduct exercises throughout the year to test and evaluate this EOP. The City will coordinate with agencies; organizations (nonprofit, for profit, and volunteer); neighboring jurisdictions; and State and federal government to

6. Plan Development, Maintenance and Implementation

participate in joint exercises. These exercises will consist of a variety of tabletop exercises, drills, functional exercises, and full-scale exercises.

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

The Emergency Preparedness Coordinator 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

To document and track lessons learned from exercises, the Emergency Preparedness Coordinator will conduct a review, or “hot wash,” with exercise participants after each exercise. The Emergency Preparedness Coordinator will also coordinate an AAR, which will describe the objectives of the exercise, document the results of the evaluation, and improve the City’s readiness.

Reviews and AARs will also be facilitated after an actual disaster. All agencies involved in the emergency response will participate in the AAR. The AAR following an incident should describe actions taken, identify equipment shortcomings and strengths, and recommend ways to improve operational readiness. Recommendations may include future exercise events and programs. The Emergency Preparedness Coordinator will ensure that equipment, training, and planning shortfalls identified following an incident are addressed by the City’s EMO.

6.5 Community Outreach and Preparedness Education

The City will educate 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.

Information about the City’s public education programs, hazard and mitigation information, and other emergency management and emergency services can be found on the City’s website at: <http://www.thecityofnewport.net/dept/npd/EmerPrep.asp>.

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:

6. Plan Development, Maintenance and Implementation

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

A

Sample Disaster Declaration Forms

Appendix A. Declaration of State of Emergency

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Appendix A. Declaration of State of Emergency

DECLARATION OF STATE OF EMERGENCY

To: *Insert name and title,*
Lincoln County Emergency Management

From: *Insert name and title,*
City of Newport, Oregon

At *insert military time* on *insert month, day, year,* a/an *insert description of emergency incident or event type* occurred in the City of Newport within the geographic boundaries of *insert geographic boundaries* threatening life and property. The current situation and conditions are:

Deaths: *insert number of deaths*

Injuries: *insert number of injuries*

Population at risk: *insert number of population at risk*

The current emergency conditions or threats are: *insert conditions or threats.*

An initial estimate of the damage and impacts is: *insert initial estimate.*

The following assistance is being requested: *insert specific information about the assistance being requested*

Actions that have been taken and resources that have been committed by the City of Newport: *insert the current actions taken and resources that have been committed by the City.*

I do hereby declare that a State of Emergency now exists in the City of Newport and that the City of Newport has expended or will shortly expend its necessary and available resources. I respectfully request that Lincoln County provide assistance, consider the City of Newport an "Emergency Area" as provided for in ORS 401, and, as appropriate, request support from State agencies and/or the federal government.

Signed: _____

Title: *Insert Title* Date & Time: *insert date and military time*

Appendix A. Declaration of State of Emergency

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

B

Incident Action Planning Cycle

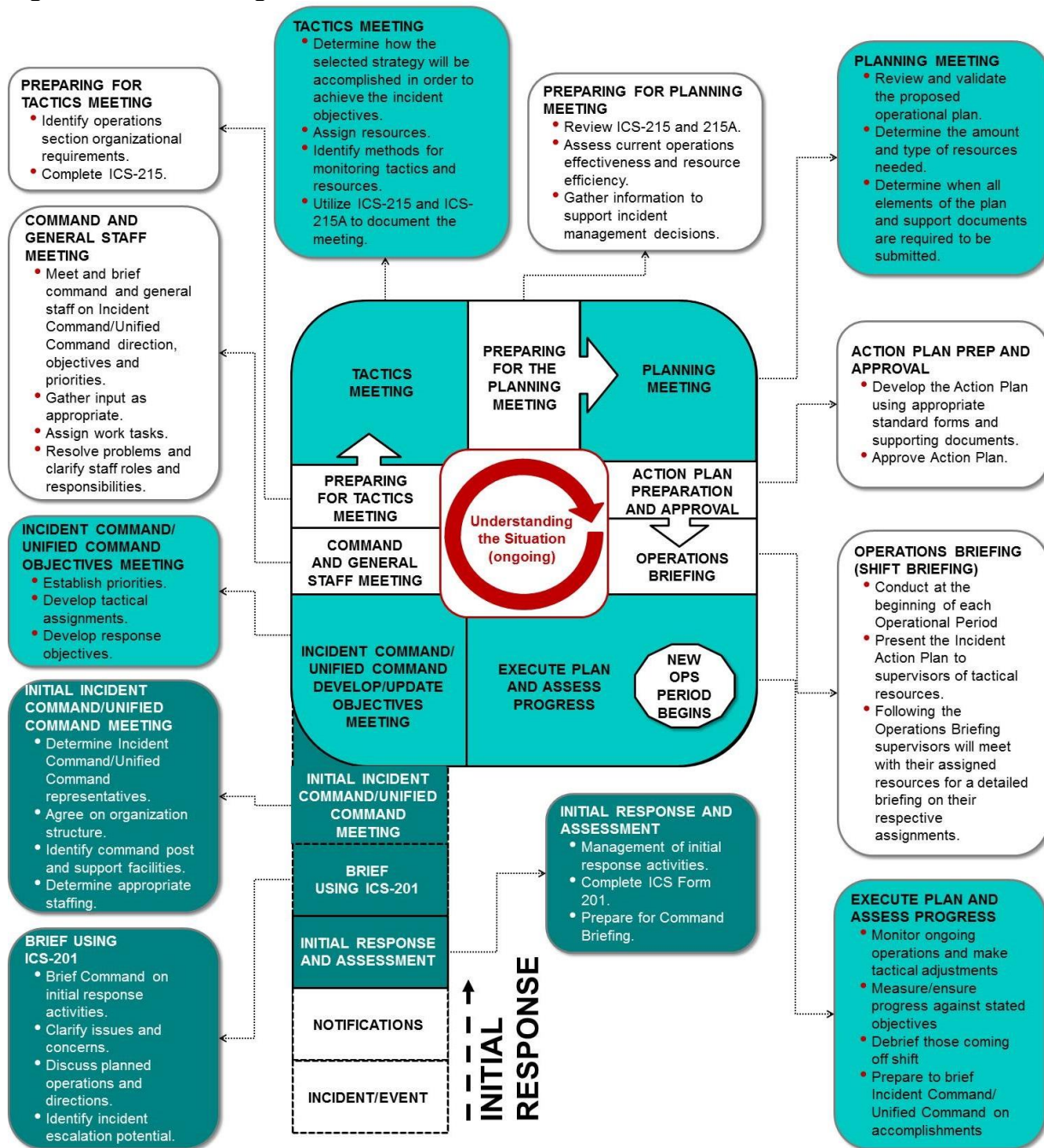
Appendix B. Incident Action Planning Cycle

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Appendix B. Incident Action Planning Cycle

An Incident Action Plan is the vehicle by which Incident Command communicates their expectations and provides collaboration and participation among all levels of incident management. A complete Incident Action Plan facilitates successful incident operations and provides a basis for evaluating performance in achieving incident objectives. The Planning “P” in Figure D-1 is a guide to the process and steps involved in planning for an incident. The leg of the “P” describes the initial response period, whereas the top of the leg of the “P” is the beginning of the first operational planning period cycle.

Figure D-1 Planning “P”



Appendix B. Incident Action Planning Cycle

An Incident Action Plan should be comprised of the items listed in Table D-1, along with pertinent information on each item.

Order	FEMA-ICS Form	Title	Required	Prepared By
1	200	Cover Sheet	Always	Planning Support Unit Leader
2	202	Incident Objectives	Always	Situation Unit Leader
3	205	Incident Radio Communications Plan	As the incident requires – Radio Use	Communications Unit Leader
4	205A	Incident Telephone Communications Plan	Always	Resource Unit Leader
5	207	Incident Organization Chart	Always	Resource Unit Leader
6		Incident Map	Always	Situation Unit Leader /GIS Unit
7	204	Assignment List	Always	Resource Unit Leader
8	220	Air Operations Summary	As the incident requires – Air Ops	Operations Section Chief/Air Operations Branch
9	206	Medical Plan	Always	Safety Officer
10	230	Meeting Schedule	Always	Situation Unit Leader
11	213	General Message	Optional	Any Message Originator
12	Other components as needed		Optional	Planning Support

For more information, see FEMA's Incident Action Planning Guide, June 2012

C

References

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Appendix C. References

Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) as amended, April 2013:
<http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>
- Homeland Security Act of 2002 (Public Law 107-296) at:
<http://www.dhs.gov/key-dhs-laws>
- Post-Katrina Emergency Management Reform Act of 2006 (Public Law 109-295): <http://www.dhs.gov/key-dhs-laws>
- Homeland Security Policy Directive/HSPD-5: Management of Domestic Incidents: <http://www.fas.org/irp/offdocs/nspd/hspd-5.html>
- Presidential Policy Directive/PPD-8: National Preparedness:
<http://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

FEMA Policy

- The Federal Emergency Management Agency Publication 1: The Federal Emergency Management Agency, November 2010:
<http://www.fema.gov/media-library/assets/documents/25272>
- A Whole Community Approach to Emergency Management: Principles, Themes, and Pathways for Action, FDOC 104-008-1:
http://www.emd.wa.gov/about/documents/FEMA_Whole_Community.pdf
- FEMA Incident Management and Support Keystone:
<http://www.fema.gov/media-library/assets/documents/26688>
- National Incident Management System at:
<http://www.fema.gov/national-incident-management-system>
- National Preparedness Goal, First Edition:
<http://www.fema.gov/national-preparedness-goal>
- FEMA Administrator's Intent (FY 2015-2019). Pub:
<http://www.fema.gov/media-library/assets/documents/31808>
- FEMA Strategic Plan, FY 2011-2014, FEMA P-806:
<http://www.fema.gov/fy-2011-2014-strategic-plan>
- Crisis Response and Disaster Resilience 2030: Forging Strategic Action in an Age of Uncertainty at: <https://www.fema.gov/media-library/assets/documents/24174>

Appendix C. References

- National Response Framework, Second Edition at: <http://www.fema.gov/national-response-framework>
- National Disaster Recovery Framework, Strengthening Disaster Recovery for the Nation: <http://www.fema.gov/media-library/assets/documents/24647?fromSearch=fromsearch&id=5124>
- National Disaster Housing Strategy: <http://www.fema.gov/media-library/assets/documents/24600>
- Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101, Version 2.0: <http://www.fema.gov/media-library/assets/documents/25975>
- Incident Action Planning Guide, January 2012 at: http://www.fema.gov/media-library-data/20130726-1822-25045-1815/incident_action_planning_guide_1_26_2012.pdf

State

- State of Oregon Emergency Operations Plan at: https://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/CEMP.aspx
- Oregon State Fire Marshal, Fire Service Mobilization Plan at: <https://www.oregon.gov/osfm/Docs/Fire-Service-Mobilization-Plan.pdf>
- Emergency Declaration Guidelines for Local Elected and Appointed Officials: [A Guide for Public Officials oregon.gov](http://www.oregon.gov/ce/ce/pubs/guideforpublicofficials.pdf)
- Oregon Revised Statutes (ORS) 2011 Edition. Chapters 401 through 404. https://www.oregonlegislature.gov/bills_laws/Pages/ORS.aspx
- Oregon Administrative Rules (OAR) 104: Oregon Military Department. https://oregon.public.law/rules/oar_chapter_104

County

- Emergency Operations Plan: <https://www.co.lincoln.or.us/DocumentCenter/View/1958/Lincoln-County-Emergency-Operations-Plan-EOP---Base-Plan-PDF?bidId=>
- Multi-Jurisdictional Natural Hazard Mitigation Plan: <https://www.co.lincoln.or.us/404/Natural-Hazards-Mitigation-Plan>
- Memoranda of Agreement / Understanding: <https://www.co.lincoln.or.us/182/Lincoln-County-Code>

City

- All other Public Laws or Executive Orders enacted or to be enacted which pertain to emergencies/disasters.
<https://www.newportoregon.gov/dept/adm/documents/NewportMunicipalCode.pdf>

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D

Acronyms and Glossary

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Appendix D. Acronyms and Glossary

Acronyms

AAR	After Action Report
ADA	Americans with Disabilities Act
CBRNE	Chemical, Biological, Radiological, Nuclear and Explosive
CERT	Community Emergency Response Teams
CIKR	Critical Infrastructure and Key Resources
City	City of Newport
COOP	Continuity of Operations
CWPP	Community Wildfire Protection Plan
DSHS	Department of Social and Health Services
EAS	National Emergency Alert System
ECC	Emergency Coordination Center
ECC	Emergency Coordination Center
EMO	Emergency Management Organization
EMS	Emergency Medical Services
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
ESF	Emergency Support Function
FA	Functional Annex
FEMA	Federal Emergency Management Agency
GIS	Geographical Information System
HazMat	Hazardous Materials
HOSCAP	Oregon Hospital Capacity website system
IA	Incident Annex
IAP	Incident Action Plan
ICS	Incident Command System
IDA	initial damage assessment
JIC	Joint Information Center
JIS	Joint Information System
MAC Group	Multi-Agency Coordination
MOU	Memorandum of Understanding

Appendix D. Acronyms and Glossary

NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric Administration
NRF	National Response Framework
ODOT	Oregon Department of Transportation
OEM	Office of Emergency Management
OERS	Oregon Emergency Response System
ORS	Oregon Revised Statutes
OSFM	Oregon State Fire Marshal
OTFC	Oregon Terrorism Information Threat Assessment Network Fusion Center
PDA	Preliminary Damage Assistance
PIO	Public Information Officer
PPD-8	Presidential Policy Directive 8, National Preparedness
SOP	Standard Operating Procedure
State	State of Oregon
TITAN	Oregon Terrorism Information Threat Assessment Network
USDA	United States Department of Agriculture
VA	Veterans Administration
VOIP	voice-over internet protocol
WMD	weapons of mass destruction
WVCC	Willamette Valley Communications Center

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

Appendix D. Acronyms and Glossary

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.

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.

Appendix D. Acronyms and Glossary

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 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.

Appendix D. Acronyms and Glossary

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.

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

Appendix D. Acronyms and Glossary

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, nongovernmental organizations, 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/Emergency Coordination Center (EOC/ECC): The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC/ECC 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/ECCs 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.

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.

Appendix D. Acronyms and Glossary

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.

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.

Appendix D. Acronyms and Glossary

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.

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 a public health event or fire with unknown origins. This is

Appendix D. Acronyms and Glossary

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 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.

Appendix D. Acronyms and Glossary

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.

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.

Appendix D. Acronyms and Glossary

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.

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-

Appendix D. Acronyms and Glossary

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 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

Appendix D. Acronyms and Glossary

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).

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).

Appendix D. Acronyms and Glossary

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.

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.

Appendix D. Acronyms and Glossary

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.

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

Appendix D. Acronyms and Glossary

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.

Substate 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.

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

Appendix D. Acronyms and Glossary

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.

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.

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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).

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

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Date: August 19, 2024

Title: Consideration and Adoption of Resolution No. 4037, a Resolution Reestablishing a City Council Stipend/Compensation Work Group

Prepared by: Erik Glover, Assistant City Manager/City Recorder

Background Information:

At the January 17, 2023 meeting, City Council created a work group to study and evaluate the cost of benefits of providing a City Council stipend/compensation for those elected to serve in this capacity. The question of compensation for elected officials was raised based on concerns that service on the City Council may be excluding a segment of the population from considering running for Council due to the financial impacts that taking time off work may have on their family income requirements.

The work group is charged with studying elected official compensation strategies including the community benefit of providing a monthly salary, per meeting stipends, insurance coverage and/or education reimbursement, and producing a report with recommendations to the City Council which identifies what compensation, if any, should be provided to the elected officials in Newport, and when any compensation would be initiated. Furthermore, the work group will advise Council to whether to refer this matter to the voters or have the Council consider adopting the compensation strategy directly.

Staff has sought applications over the last year and a half. Staff has faced considerable difficulty obtaining sufficient numbers of interested parties to serve on this work group.

At the July 1, 2024 City Council meeting an update was heard, and Council directed staff to prepare a revised resolution for a future meeting. At the August 5, 2024 City Council meeting the Committee Structure Study Workgroup presented a final report, [Committee Study Group Final Report PDF 07-2024.pdf \(legistarweb-production.s3.amazonaws.com\)](https://legistarweb-production.s3.amazonaws.com/Committee_Study_Group_Final_Report_PDF_07-2024.pdf). Due to issues in filling the City Council Stipend/Compensation Work Group, the report recommended to disband/sunset the effort, and for the City Council to discuss the matter of compensation themselves. The discussion would ascertain what compensation, if any, may address their concerns about barriers to possible City Council candidates. Further, to refer the end result to the voters, or have it take effect following the term of the last person to benefit from it.

At the August 5 meeting it was the consensus of Council to have staff prepare a revised resolution for the City Council Compensation/Stipend Work Group. This would include modifications to address difficulty in filling the previous 11 member compensation/stipend work group. Staff has left the previous elected officials category as in Res 3965, reduced the community member slots from 5 to 4, and combined the previous 2 budget committee specific members into the general community member slot, for a full total of 8 members on the work group. No current elected officials will serve on the workgroup.

CONFLICT OF INTEREST NOTE: City Attorney, David Allen, has advised that each Council member announce prior to any discussion by the Council on this topic that, **“I declare a potential conflict of interest because this item could be to my financial benefit since his matter could be referred to the voters and the voters may approve a Council stipend/compensation on a future ballot.”**

Suggested Motion:

I move to adopt Resolution No. 4037, a resolution re-establishing a Council stipend/compensation work group.

Fiscal Notes: None directly by reestablishing the work group.

If the Council enacts a compensation strategy directly, that compensation strategy would not take effect until the current terms of Council members has concluded.

If the measure is referred to the voters and passes, the measure could take effect during the terms of the current Mayor and City Council members.

Alternatives: Do not pass the resolution, or as directed by the City Council.

Attachments: Various

CITY OF NEWPORT

RESOLUTION NO. 4037

RE-ESTABLISHING A CITY COUNCIL STIPEND/COMPENSATION WORK GROUP

WHEREAS, the Newport City Council has discussed this issue in some depth, during meetings with comments ranging from value is received by volunteering in the Community, to representation on the Council is impacted due to voluntary service barriers; and

WHEREAS, there are a variety of practices in Oregon concerning providing compensation for elected municipal officials' during their tenure on the City Council; and

WHEREAS, the City of Newport currently provides elected officials technology resources such as laptops, or tablets for the performance of City business, the payment of conference registration fees, travel reimbursement and lodging/dining expenses for City related travel; and

WHEREAS, a segment of the Newport population may be excluded from considering service on City Council due to financial limitation when time off needs to be taken from work to attend City functions.

WHEREAS, the Newport City Council adopted Resolution 3965 on January 17, 2023 and the work group efforts haven't been commenced due to limited applications for the at-large community member slots.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. Resolution 3965 is repealed in its entirety.

Section 2. The City Council of the City of Newport hereby establishes a City Council Stipend/Compensation Work Group with the following composition eight total members (8):

A. Four (4)- Former/Retired Members of the City Council;

B. Four (4) -At Large Members of the Community, with reasonable attempt made to seat two current budget committee members in this category.

Section 3. It is envisioned that the Work Group work will meet a minimum of once a month. The work will be concluded with a report to the City Council no later than the June 16, 2025 City Council meeting. The work group is charged with studying elected official compensation strategies including but not limited to: monthly salary, per meeting stipend, insurance coverage, education reimbursement; and producing a report with a recommendation to the City Council which identifies what compensation, if any, should be provided to elected officials in Newport, Oregon, and when that compensation would be initiated.

If compensation is recommended, the work group will advise the Council as to whether the issue should be referred to the electors of the City of Newport, or adopted directly by the City Council.

The Work Group is empowered to meet at additional dates and times to complete its work.

Section 4. This resolution shall be effective immediately upon passage.

Adopted by the City Council of the City of Newport on August 19, 2024.

Jan Kaplan, Mayor

ATTEST:

Erik Glover, Assistant City Manager/City Recorder

CITY OF NEWPORT

RESOLUTION NO. 3965

ESTABLISHING A CITY COUNCIL STIPEND/COMPENSATION WORK GROUP

WHEREAS, the Newport City Council has discussed this issue in some depth, during meetings with comments ranging from value is received by volunteering in the Community, to representation on the Council is impacted due to voluntary service barriers; and

WHEREAS, there are a variety of practices in Oregon concerning providing compensation for elected municipal officials' during their tenure on the City Council; and

WHEREAS, the City of Newport currently provides elected officials technology resources such as laptops, or tablets for the performance of City business, the payment of conference registration fees, travel reimbursement and lodging/dining expenses for City related travel; and

WHEREAS, a segment of the Newport population may be excluded from considering service on City Council due to financial limitation when time off needs to be taken from work to attend City functions.

THE CITY OF NEWPORT RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Newport hereby establishes a City Council Stipend/Compensation Work Group with the following composition Eleven Total Members (11):

- A. Four (4)- Former/Retired Members of the City Council;
- B. Two (2)- Members of the Budget Committee (other than City Councilors) who wish to participate;
- C. Five (5) -At Large Members of the Community.

Section 2. It is envisioned that the Work Group work will meet a minimum of once a month, work will be concluded with a report to the City Council no later than the July 17, 2023 City Council meeting. The work group is charged with studying elected official compensation strategies including but not limited to: monthly salary, per meeting stipend, insurance coverage, education reimbursement; and producing a report with a recommendation to the City Council which identifies what compensation, if any, should be provided to elected officials in Newport, Oregon, and when that compensation would be initiated.

If compensation is recommended, the work group will advise the Council as to whether the issue should be referred to the electors of the City of Newport, or adopted directly by the City Council.

The Work Group is empowered to meet at additional dates and times to complete its work.

Section 3. This resolution shall be effective immediately upon passage.

Adopted by the City Council of the City of Newport on January 17, 2023.



Dean H. Sawyer, Mayor

ATTEST:



Erik Glover, Assistant City Manager/City Recorder



Date: August 19, 2024

Title: Council Discussion of Public Comment Process

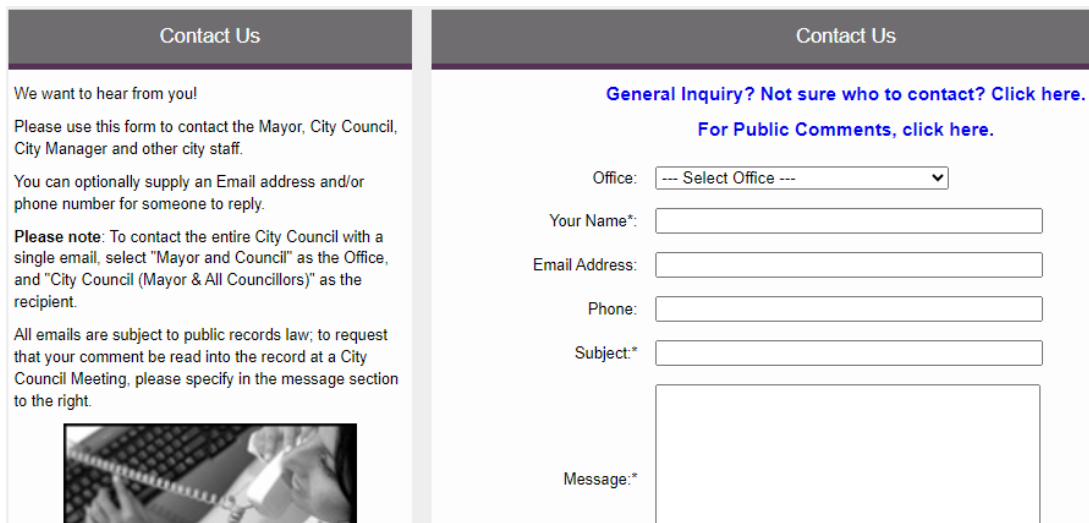
Prepared by: Erik Glover, Assistant City Manager/City Recorder

Background Information:

An informational inquiry was made by Councilor Hall regarding the public comment process. Specifically, where members of the public are made aware of the option to request a public comment be read into the record.

Staff performed basic research into the subject, and determined that the City Council rules provide that information [CouncilRules-3-18-2024.pdf \(newportoregon.gov\)](#).

Staff learned that it was not currently listed on the Newport website on the contact us page of the website. Staff added it to the website on July 17, 2024. Also clarifying that emails sent to the inbox are public records, and subject to the Public Records law disclosure, see graphic below:



Councilor Hall had additional thoughts/suggestions on the public comment process. Staff felt it appropriate provide the City Council an opportunity to fully discuss the process, and layout.

Initially discussion was scheduled for the work session of August 19, 2024, but staff moved it to the August 19, 2024 meeting. This allows additional time for robust discussion on other matters taking place in the work session.

Suggested Motion:

No Motion Informational only

Fiscal Notes: None

Alternatives: None

Attachments: None



**COOPERATIVE USE
AGREEMENT WITH LCSD
CITY COUNCIL AGENDA ITEM**

Meeting Date: August 19, 2024

Title: Amendment to Associated Cleaning Services Agreement

Prepared by: Mike Cavanaugh, Parks and Recreation Director

Recommended Motion:

I recommend that the City Council acting as the Local Contract Review Board consider the following motion:

I move to authorize the City Manager to sign amendment no. 2 to the personal services agreement for custodial services between the City of Newport and Associated Cleaning Services, Inc., extending the agreement for an additional two months from September 1, 2024 until November 1, 2024.

Background Information:

On September 24, 2020, the City entered into an agreement with Associated Cleaning Services for custodial services at multiple city facilities. The terms of the contract were for three years with an option to extend the agreement for up to two additional one-year terms at the sole discretion of the City. The contract was set to expire, if not extend, on September 1, 2023.

The agreement was not monitored and tracked appropriately due to staff turnover therefore it expired on September 1, 2023 prior to completing an extension of the agreement. On June 17, 2024, City Council approved an amendment to extend the agreement to September 1, 2024. Due to operational workload, City staff has developed, but not issued a new request for proposals. Staff is recommending the proposed amendment to extend the current services to November 1, 2024. During that time period, staff will issue the new request for proposals and begin the awarding process for these services.

Fiscal Notes:

None. Funds are budgeted for this work.

Alternatives:

Approve and direct staff to proceed, request revisions, deny approval and not continue

Attachments:

Amendment No 2 to Associated Cleaning Services Agreement - DRAFT
Amendment No 1 to Associated Cleaning Services Agreement
2020 Custodial Services Agreement - Associated Cleaning Services

**Amendment No. 2 to Personal Services Agreement Between
City of Newport and Associated Cleaning Services, Inc.**

THIS AMENDMENT No. 2 is to the Personal Services Agreement between the City of Newport (City) and Associated Cleaning Services, Inc. (Contractor) dated September 24, 2020.

Recitals:

1. City and Contractor entered into a personal services agreement for custodial services on September 24, 2020 (Agreement) for a three-year term until September 1, 2023, with an option to extend for up to two additional one-year terms, at the City's sole discretion.
2. The parties entered into an amendment to the Agreement on June 25, 2024 for an additional one-year term, as provided for under section 2 of the Agreement, until September 1, 2024. The amendment also confirmed and acknowledged that the City and Contractor had continued with the provisions of the Agreement from September 1, 2023 until the date of execution of the amendment on June 25, 2024.
3. The parties now desire to extend the Agreement for an additional two months until November 1, 2024 to allow for issuance of a request for proposals for custodial services beyond that date.

Terms of Amendment No. 2:

City and Contractor agree to amend the Agreement, as provided for in section 9, as follows, effective on the date of the last signature below:

- A. The Agreement is hereby extended from September 1, 2024 until November 1, 2024.
- B. This Amendment may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

City of Newport

Associated Cleaning Services, Inc.

Nina Vetter, City Manager

Name/Title:

Date: _____

Date: _____

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Amendment to Personal Services Agreement Between City of Newport and Associated Cleaning Services, Inc.

THIS AMENDMENT is to the Personal Services Agreement between the City of Newport (City) and Associated Cleaning Services, Inc. (Contractor) dated September 24, 2020.

Recitals:

1. City and Contractor entered into a personal services agreement for custodial services on September 24, 2020 (Agreement) for a three-year term until September 1, 2023, with an option to extend for up to two additional one-year terms, at the City's sole discretion.
2. The parties desire to extend the Agreement for an additional one-year term, as provided for under section 2 of the Agreement, until September 1, 2024. This Amendment also confirms and acknowledges that the City and Contractor have continued with the provisions of the Agreement from September 1, 2023 until the date of execution of this Amendment.

Terms of Amendment:

City and Contractor agree to amend the Agreement, as provided for in section 9, as follows, effective on the date of the last signature below:

- A. The Agreement is hereby extended until September 1, 2024.
- B. This Amendment may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

City of Newport *Erik Glaven*
Acting City
manager
for

Spencer R. Nebel, City Manager

Associated Cleaning Services, Inc.

Robert Ledbury *Operations Manager*

Name/Title:

Date: 6-25-2024

Date: 6/20/2024

**CITY OF NEWPORT, OREGON
PERSONAL SERVICES CONTRACT**

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and (Contractor). This agreement shall be effective when signed by both parties.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide services desired by the City.
- B. City selected Contractor to provide services pursuant to a request for proposal process, consistent with its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall begin services on September 1, 2020. Payment shall not be made for any other services without the written agreement by the City.

Contractor shall provide the services described in the request for proposals and in Contractor's proposal (Exhibit A to this agreement). Contractor may have contact with the public in the course of performing this contract and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the contract. The City may treat the failure to maintain good relations as a non-curable breach allowing the City to terminate the contract and to disqualify Contractor from future work for the City.

2. TERM

The term of the contract shall be three (3) years with an option to extend for up to two additional one-year terms, at City's sole discretion. This contract shall expire, unless otherwise terminated or extended, on September 1, 2023.

3. COMPENSATION

Contractor shall be compensated as described in Exhibit B to this agreement.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor certifies that Contractor currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

6. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of contractor's work by City shall not operate as a waiver or release. Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the negligence of the City and its employees. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this contract.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

F. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this contract.

The procuring of required insurance shall not be construed to limit contractor's liability under this agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City:

Spencer R. Nebel, City Manager
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Business Phone: 541-574-0603

Contractor:

Levi Kittel, President
Associated Cleaning Services, Inc.
P.O. Box 771
Newport, Oregon 97365
Business Phone: 541.867.7879

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
1. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.

2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If City determines that termination of this Agreement is in the best interest of the City.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:
1. If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
 3. If Contractor fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by

Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

City shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the City Manager may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.


19. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement. (See Exhibit C.)

CITY OF NEWPORT



Spencer R. Nebel, City Manager

09-18-20

Date

ASSOCIATED CLEANING SERVICES, INC.



Levi Kittel, President

9-24-20

Date

EXHIBIT A

TO PERSONAL SERVICES AGREEMENT
SERVICES TO BE PROVIDED

Services to be provided as described in the RFP for Custodial Services, and attached to this agreement as Exhibit A.

EXHIBIT A

CITY OF NEWPORT, OREGON

REQUEST FOR PROPOSALS
CUSTODIAL SERVICES



SUBMIT PROPOSAL TO:

**Peggy Hawker, City Recorder/Special Projects Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365**

Due Date: July 27, 2020 by 3:00 P.M., PDT

CITY OF NEWPORT, OREGON

REQUEST FOR PROPOSALS CUSTODIAL SERVICES

I. BACKGROUND

A. Proposer Entity

The City of Newport (“City”) is seeking a well-qualified organization to submit a proposal to provide custodial services to the City for a period of three years with two additional periods of one year each, for a total of five years.

B. Overview

The City of Newport is a prime tourist destination and the population center of the Central Oregon Coast. Newport is the county seat of Lincoln County, and houses the offices of several federal and state agencies, including a major Coast Guard station, Oregon State University’s Hatfield Marine Science Center, NOAA’s Pacific Marine Operations Center, the Oregon State Police, Oregon DMV, and Oregon Employment Division offices. The City is home to the Samaritan Pacific Communities Hospital, and the main campus of the Oregon Coast Community College. OCCC is a premier educational institution and unique in its aquarist program. Its aquarist graduates are working in aquarium and research facilities throughout the country. Newport has a population of more than 10,000.

The Yaquina River flows into the Pacific Ocean through Newport’s Yaquina Bay. Newport is home to the Oregon Coast Aquarium, one of the country’s premier aquariums. A substantial commercial fishing fleet calls Newport home, as do several marine research vessels and a large number of private boats docked in marinas around the Bayfront. Newport is one of three deep-water ports on the Oregon Coast. Tonnage of shipping is second behind Coos Bay.

Newport has often been described as the most authentic City on the entire Oregon Coast. The City boasts numerous fine shops, restaurants, galleries, lodging establishments, and endless outdoor recreational opportunities.

Proximity to Portland and the Willamette Valley provides a strong tourism base, and the mid-latitude of Oregon provides moderate rainfall during the winter and spring months, and mild temperatures.

C. Source of Funds and Budget

The source of funds for this service is from the City's General Fund. The budget figure for FY2020/2021 has not been established.

II. RFP SPECIFICATIONS

A. Goals and Objectives

The objective of this RFP is to award a three (3) year contract, with two (2) one-year renewal options exercisable at the City's sole discretion, to an entity that will provide custodial services for the City, including, but not limited to:

1. Cleaning of City Hall offices and conference rooms;
2. Cleaning of Police Department;
3. Cleaning of 60+ Activity Center;
4. Cleaning of FBO building at the Newport Municipal Airport;
5. Cleaning of Water Treatment Plant;
6. Cleaning of Wastewater Treatment Plant;
7. Cleaning of the Library;
8. Cleaning of Fire Station 3200.

Schedules for each facility follow:

B. Scope of Services

**SCHEDULE 1
CITY HALL**

City Hall including Police Department (Offices and conference rooms will be cleaned between the hours of 9:00 P.M. and 6:00 A.M., Sunday, Tuesday, and Thursday. Halls and restrooms will be cleaned between the hours of 9:00 P.M. and 6:00 A.M., Sunday through Thursday.)

Offices and Conference Rooms

- a. Empty trash cans. Replace in proper position with liners in each can.

Sunday/Tuesday/Thursday

- b. Clean counters and tables.

Sunday/Tuesday/Thursday

- c. Vacuum carpeted areas in offices moving chairs, trash cans, and other movable objects. Includes under desks and between desks and walls. Spot clean carpet as needed.

Sunday/Tuesday/Thursday

- d. Vacuum upholstered furniture.

At the request of city

- e. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

- f. Clean and disinfect telephones.

Weekly

- g. Dust picture frames.

Monthly

- h. Spot check, and clean if needed, all indoor glass display cases.

Sunday/Tuesday/Thursday

- i. Thoroughly clean glass in entry doors inside and out.

Monthly

- j. Dust all mini-blinds.

Annually

Council Chambers

- a. Empty trash cans. Replace in proper position with liners in each can.

Weekly

- b. Clean tables and counter tops.

Weekly

- c. Vacuum carpeted areas moving chairs and tables. Spot clean carpet as needed.

Weekly

- e. Vacuum chairs.

Monthly

- f. Shampoo chairs.

Annually

- g. Clean glass on entry doors inside and out.

Monthly

Council Kitchen and Staff Break room

- a. Vacuum carpet in staff break room.

Sunday/Tuesday/Thursday

- b. Empty trashcans and replace liners.

Sunday/Tuesday/Thursday

- c. Sweep and damp mop resilient floors.
Twice monthly

- d. Wax resilient floors.

Twice annually

- e. Clean tabletops and kitchen counters.

Sunday/Tuesday/Thursday

- f. Clean sinks.

Weekly

- g. Clean cabinet faces.

Monthly

- h. Clean exterior of refrigerators.

Monthly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday through Thursday

- b. Clean sinks.

Sunday through Thursday

- c. Clean mirrors.

Sunday through Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday through Thursday

- e. Refill all dispensers.

Sunday through Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins. Replace liners in both types of containers.

Sunday through Thursday

- h. Sweep and damp mop resilient floors.

Sunday through Thursday

Hallways

- a. Vacuum carpeted areas in halls, moving trash cans, and other movable objects. **Spot clean carpet as needed.**

Sunday through Thursday

- b. Damp mop rubber entries at north, south, east, and main entrances.

Sunday through Thursday

- c. Sweep slate in main hallway, and spot clean as needed

Sunday through Thursday

- d. Clean, sanitize, and polish drinking fountains.

Sunday through Thursday

- e. Clean decorative light fixtures in hallway.

Monthly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

- b. Remove trash, cigarette butts at all entryways

**SCHEDULE 2
POLICE DEPARTMENT**

Will be cleaned between the hours of 9:00 P.M. and 6:00 A.M. on Tuesday, Thursday, and Sunday, or when requested. (Must clean on these days, not on Friday or Saturday.)

All Areas in Department (upstairs and down):

- a. Empty all trashcans. Replace in proper position with liners in each can.

Sunday/Tuesday/Thursday

- b. Vacuum all carpeted areas, moving chairs, trashcans, and other moveable objects; including under desks and between desks and walls. Spot clean carpet.

Sunday/Tuesday/Thursday

- c. Vacuum upholstered furniture.

Twice annually

- d. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

As requested by City

- e. Clean and disinfect telephones.

Sunday

- f. Dust picture frames.

Monthly

- g. Dust mini blinds.

Twice annually

- h. Sweep and damp mop all resilient floors.

Weekly

- i. Buff all resilient floors.

At request of city

- j. Strip and wax all resilient floors.

At request of city

- k. Clean kitchen and upstairs counters and sinks.

Sunday/Tuesday/Thursday

- l. Clean faces of kitchen cabinets, stove, and refrigerator.

Monthly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday/Tuesday/Thursday

- b. Clean sinks.

Sunday/Tuesday/Thursday

- c. Clean mirrors.

Sunday/Tuesday/Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Weekly

- e. Refill all dispensers.

Sunday/Tuesday/Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins, and replace liners.

Sunday/Tuesday/Thursday

- h. Sweep and damp mop resilient floors, including under shower mats.

Weekly

- i. Wax all resilient floors.
Twice annually

- j. Clean and sanitize showers in both men and women's locker rooms.

Monthly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

SCHEDULE 3 SENIOR CENTER

Facility to be cleaned after 10:00 P.M., Sunday through Thursday. Restrooms to be cleaned daily.

- a. Vacuum all carpet, moving chairs, trash cans, and other movable objects. Spot clean all spills or spots. Empty trash cans. Replace in proper position with liners in each can. Empty recycle bins.

Sunday/Tuesday/Thursday

- b. Clean, sanitize, and polish drinking fountains.

Sunday, Tuesday, Thursday

- c. Vacuum upholstered furniture.

At request of city

- d. Dust mini-blinds.

Twice annually

- e. Professionally clean all carpeted areas, by using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

- f. Clean air vents and walls.

Four times annually

- g. Wash all trash cans.

As needed

- h. Clean sinks, prep kitchen, dining room, downstairs health and wellness room.

Sunday/Tuesday/Thursday

- i. Clean prep kitchen stove, hood, and exterior of refrigerator.
Monthly
- j. Clean and disinfect telephones.
Weekly
- k. Dust picture frames, countertops, and shelving.
Monthly
- l. Sweep and mop storage rooms and custodial closets.
Annually
- m. Sweep/dust mop dining room and prep kitchen.
Sunday/Tuesday/Thursday
- n. Clean mirrors in the health and wellness studio.
Check weekly, clean twice annually, unless otherwise requested.
- o. Sweep/dust mop lower level. Sweep/clean hard wood floors with special wood floor cleaner
Weekly
- p. Damp mop all resilient floors, spot checking during the week
Dining room and prep kitchen - Sunday
Basement - twice monthly
Stairs - twice monthly
- q. Strip, wax, and buff all resilient floors in the dining room, prep kitchen, commercial kitchen, and basement.
Twice annually
- r. Wash all exterior and interior windows.

Twice annually

- s. Sweep north and downstairs entrances.

Weekly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday, Tuesday, Thursday

- b. Clean sinks.

Sunday, Tuesday, Thursday

- c. Clean mirrors.

Sunday through Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday through Thursday

- e. Check all dispensers and refill as needed.

Sunday through Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash cans and replace liners.

Sunday through Thursday

- h. Sweep and mop resilient floors.

Sunday through Thursday

- i. Wax and buff all resilient floors.

Twice annually

- j. Clean and sanitize handrails in stalls.

Weekly

**SCHEDULE 4
AIRPORT BUILDING (FBO)**

Cleaned after 5:00 P.M. and before 10:00 P.M. on Sunday and Thursday.

- a. Empty all trashcans, replace liners, and return to original position.

Sunday and Thursday

- b. Clean work counters and tables.

Sunday and Thursday

- c. Sweep main floor areas moving chairs, trash cans, and other moveable objects, including under desks and between desks and walls.

Sunday and Thursday

- d. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

- e. Clean and disinfect telephones.

Weekly

- f. Dust picture frames.

Monthly

- g. Sweep and damp mop all resilient floors.

Weekly

- h. Buff all resilient floors.

Monthly

- i. Strip, wax, and buff all resilient floors.

Twice annually

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday and Thursday

- b. Clean sinks.

Sunday and Thursday

- c. Clean mirrors.

Sunday and Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday and Thursday

- e. Refill all dispensers.

Sunday and Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins. Liners go in both types of containers.

Sunday and Thursday

- h. Sweep and damp mop resilient floors.

Sunday and Thursday

- i. Wax and buff all resilient floors.

Twice annually

- j. Buff all resilient floors.

Monthly

- k. Clean bathroom baseboards
Weekly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

**SCHEDULE 5
WATER TREATMENT PLANT**

Offices, lounge, and restrooms shall be cleaned before 10:00 A.M. on Monday and Thursday.

- a. Empty all trash cans and replace in proper position with liners in each can.

Monday/Thursday

- b. Clean work counters and tables.

Monday/Thursday

- c. Sweep and mop all resilient floors.

Monday/Thursday

- d. Strip, refinish, and polish all resilient floors.

Twice annually

- e. Wash faces of cabinets and refrigerators, etc. in building.

Weekly

- f. Clean and disinfect telephones.

Weekly

- g. Clean interior windows.

Twice annually

Restrooms.

- a. Clean toilets above and below water line, cleaning all exterior surfaces of bowl including base.

Monday/Thursday

- b. Clean mirrors.

Monday/Thursday

- c. Clean sinks.

Monday/Thursday

- d. Check walls and electric fixtures, cleaning as needed.

Monday/Thursday

- e. Refill all dispensers.

Monday/Thursday

- f. Clean light fixtures.

Monthly

- g. Empty all trash cans; replace liners; and return to proper position.

Monday/Thursday

- h. Sweep floors.

Monday/Thursday

**SCHEDULE 6
WASTEWATER TREATMENT PLANT**

Offices, lounge, and restrooms shall be cleaned before 8:00 A.M., Monday - Friday.

- a. Empty all trash cans; replace liners; and return to proper position.

Daily

- b. Clean work counters and tables.

Weekly

- c. Wash windows, inside and out, in operations building.

Twice annually

- d. Clean air vents.

Twice annually

- e. Sweep floors.

Daily

- f. Mop floors.

Monday/Wednesday/Friday

- g. Buff all resilient floors.

Four times annually

- h. Strip, refinish, and polish all resilient floors designed to be waxed.

Four times annually

- i. Wash faces of cabinets and refrigerators in building area.

Monthly

- j. Wash and disinfect telephones.

Weekly

- k. Clean restroom toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases.

Daily

- l. Clean sinks.

Daily

- m. Clean mirrors.

Daily

- n. Refill all dispensers.

Daily

SCHEDULE 7 LIBRARY

Shall be cleaned after 9:00 P.M. and before 8:00 A.M. on Monday, Tuesday, and Wednesday; after 6:00 P.M. and before 8:00 A.M. on Thursday, Friday, and Saturday; and after 5:00 P.M. on Sunday and before 8:00 A.M. on Monday.

Offices/Public Reading Areas/Halls and Storage Areas.

- a. Empty trash cans, recycling, and remove boxes left at trash cans. Replace in proper positions with liners in each can.

Daily

- b. Wash and dry trash cans.

At the request of the city

- c. Dust public desk tops, including under and around telephones, calculators, etc. Remove finger smudges, drink spills, etc. Replace items in their proper positions.

Weekly

- d. Dust and vacuum chairs and replace square to desk/table in an orderly fashion.

Weekly

- e. Dust and clean smudges on all counters, cabinets, tables, woodwork, bookshelves, and electric switch plates.

Daily

- f. Dust and clean all railings, ledges, and coat racks of grime and smudges.

Daily

- g. Dust pictures and frames.

Monthly

h. Dust all computer terminals, including keyboards, but **DO NOT CLEAN MONITORS.**

Weekly

i. Dust tops of shelves and display racks.

Monthly

j. Vacuum, including stairs, moving chairs, trash cans, and other movable objects, including under desks and between desks and walls. Spot clean carpet.

Daily

k. Vacuum upholstered public furniture.

Weekly

l. Professionally clean all upholstered chairs in public areas.

At request of City

m. Sweep and vacuum entry mats.

Daily

n. Professionally clean all carpeted areas. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

o. Clean air vents and walls. Check for cobwebs.

Monthly

p. Clean and disinfect telephones.

Weekly

q. Clean, sanitize, and polish drinking fountains.

Daily

- r. Sweep and/or dust mop all resilient floors.

Daily

- s. Damp mop all resilient floors.

Weekly

- t. Buff all resilient floors.

At request of city

- u. Strip and wax all resilient floors.

At request of city

- v. Clean all glass doors and windows in the entry - inside and out.

Weekly

Restrooms.

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls, including bases, flush-o-meters, and attached bases and piping.

Daily

- b. Clean sinks.

Daily

- c. Clean mirrors.

Daily

- d. Clean walls, partitions, electric fixtures, as needed.

Daily

- e. Refill all dispensers.

Daily

- f. Clean light fixtures.

Monthly

- g. Empty trash cans and replace liners.

Daily

- h. Wash and dry trash cans.

Annually

- i. Sweep and damp mop resilient floors.

Daily

- j. Buff all resilient floors.

Twice monthly

- k. Wax all resilient floors.

At request of city

Staff Room

- a. Empty trash cans and replace liners.

Daily

- b. Wash and dry trash can.

Monthly

- c. Vacuum carpet.

Daily

d. Vacuum upholstered furniture.

Weekly

e. Clean table top.

Daily

f. Clean sink and wash cabinets. Dishes will not be washed unless specified and sinks will not be washed if dirty dishes are in them.

Daily

g. Clean refrigerator door.

Monthly

Miscellaneous.

a. Wash all exterior and interior windows.

Twice annually

b. Clean and organize custodial room.

At request of City

c. Dust high ledges, fire extinguishers, Venetian blinds, and top of light fixtures.

Four times annually

d. Clean television monitors

Monthly

**SCHEDULE 8
FIRE STATION 3200**

The station shall be cleaned twice annually and scheduled by the City. The cleaning shall include:

- a. Scrub all resilient floors

At request of city

Rest Rooms and Locker Rooms

- a. Clean all resilient floors.

At request of city

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

C. Eligible Proposers

Proposals will be accepted only from organizations that:

1. Are qualified to conduct business in the State of Oregon and the City of Newport.
2. If a corporation or limited liability company, it is in good standing with the Secretary of State.

D. Contract Term

The term of the contract with the successful proposer shall be three (3) years with an option to extend for up to two additional one-year terms, at City’s sole discretion, taking into account the factors set forth below. The proposer shall state if it is willing to grant the City the option to extend any contract awarded hereunder for two additional periods of one year each, under the same prices, terms, and conditions. Contract extension will be contingent upon the availability of funds; contractor’s continuing compliance with applicable federal, state, and local government legislation; and an evaluation indicating the contractor’s successful performance of the contract. Where tasks are to be performed annually; twice annually, or four times annually, City will cooperate to accommodate proposer staffing resources and minimize scheduling conflicts. These tasks shall be scheduled so as to occur in evenly spaced intervals throughout the year. Cooperation and accommodation are at the sole discretion of the City.

E. Preliminary Schedule

<i>Event</i>	<i>Date</i>
Release of Request for Proposals	June 22, 2020
Pre-Proposal Conference and Tour	July 15, 2020 @ 1:00 P.M.
Proposals Due	July 27, 2020 @ 3:00 P.M.
Proposal Award Date	August 3, 2020
Contractor Begins Work	Immediately After Award

F. Pre-Proposal Conference

A Pre-Proposal Conference and Tour has been scheduled to answer questions about this RFP on Wednesday, July 15, 2020, at 1:00 P.M., at:

City of Newport City Hall
169 SW Coast Highway
Newport, Oregon 97365

Please RSVP to Peggy Hawker at 541.574.0613, or e-mail: p.hawker@newportoregon.gov to confirm your attendance.

At this conference, City staff will review the RFP document and respond to questions regarding requirements of the RFP. Following the review of the RFP and response to questions, the City will take potential proposers on a tour of the facilities included in the RFP. The City of Newport does not discriminate based on disability and, upon request, will provide reasonable accommodations to ensure equal access to its programs, services, and activities. Please contact the City at least 72 hours in advance to request an accommodation.

G. Deadline for Submission of Proposals

The proposal must be sent electronically to p.hawker@newportoregon.gov. The deadline is for submission of proposals is 3:00 P.M., PDT, on Thursday, July 27, 2020.

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be accepted. All proposals received after the deadline will be returned unopened.

H. Proposal Requirements

The following outlines the proposal requirements. Submission of a proposal pursuant to this RFP constitutes acknowledgement and acceptance of the terms and conditions set forth herein, ORS 279, and those required under City's Public Contracting Rules 2012 (located on City's webpage, under Administration, City Recorder). The RFP will be incorporated into any resulting Contract with the successful proposer, along with any terms of the accepted proposal which are not in conflict therewith, as well as provisions which are permissible matters for negotiation, as set forth herein. The contents of the proposal submitted by the successful proposer may become contractual obligations if a Contract is awarded.

A sample Contract, is attached hereto as Exhibit A, and by this reference, incorporated herein. In the event of a conflict between the provisions of applicable law, applicable City Public Contracting Rules 2012, this Request for Proposals, and the successful proposal, the order of precedence shall be as set forth in this sentence.

Failure of the successful proposer to accept these obligations may result in cancellation of the award. The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to the RFP become the property of the City and will be a public record after the selection process is completed. Each proposal must contain the following:

Each proposal should include the following basic components and information:

- A cover letter must be submitted with the proposal. The cover letter should be limited to one page and must include the company name, company address, and the name, telephone number, fax number, and e-mail address of the person(s) authorized to represent the firm on all matters relating to the RFP and any contract awarded pursuant to this RFP. A person authorized to bind the proposer to all commitments made in the proposal must sign the letter.
- A brief description of the individual and/or firm's experience with providing janitorial service to institutional or commercial customers.
- A description of the firm's capability in providing the service(s) as described in the scope of work.
- A fee schedule for all items listed in the scope of work.
- Information regarding insurance coverage.
- The name and contact information for the primary contact person.
- Other information that may assist the City in making its selection.
- Each proposer shall also furnish a list of at least five commercial or municipal references, within the last five years, including names, addresses, phone numbers, and principal contacts in which the proposer has provided similar services. By submitting a proposal, a proposer consents to City contacting listed references, as well as parties with whom proposer has previously contracted. The results of those contacts will be considered by City in its evaluation of proposer's proposal, and provided herein.

I. Proposal Evaluation and Selection Process

Proposals will be evaluated based upon the following categories, including references and information from entities or persons with whom Proposer has entered into contract(s) within the last five years. Proposals will be scored, and ranked. No single category is determinative, or entitled to greater weight in the evaluation process than any other. The proposal selected as the successful proposal will be determined by the highest point total, based on the categories below. The successful proposal may be eligible for negotiation as to the matters, if any, which are identified as suitable for negotiation in this RFP.

Proposer qualifications, experience, and demonstrated ability, including references and contacts with previous contracting parties	40 points
Quality and responsiveness of proposal to the Goals and Objectives and Scope of Service detailed in this RFP	40 points
Cost reasonableness, appropriateness, and necessity as compared to all other proposals to provide the services proposed within the City's annual budget and other leveraged monies	20 points

J. CONTRACT AWARD PROCESS

The City Council may accept or reject the recommendation of the staff as to the successful proposer, cancelation of the procurement, or related matters.

The successful proposer that is selected to perform the services outlined in this RFP shall enter into a contract, approved by the City Attorney, directly with the City of Newport, within thirty (30) days of the Notice of Intent to Award Contract, or such later date as determined by the City Council.

The City reserves the right to verify the information received in the proposal. If the proposer knowingly and willfully submits false information or data, the City reserves the right to reject that proposal. If it is determined that a contract was awarded or entered into because of false statements, or other incorrect data submitted in response to this RFP, the City reserves the right to terminate the contract, without penalty therefor, and with all rights reserved.

III. GENERAL RFP AND CITY CONTRACT INFORMATION

The following terms and conditions apply to the agreement entered into between the successful proposer and the City of Newport:

A. Budget

Total expenditures under this contract shall not exceed the amount budgeted by City. In any event, the City provides no assurance that the total amount budgeted by City will be agreed to by City in its award of contract. However, in the event City requires additional services beyond those agreed to by the parties in the contract, such services will be reduced to writing as an amendment to the contract.

B. Laws and Policies

In the performance of the work, the selected successful proposer shall abide by and conform to all applicable laws and rules of the United States, State of Oregon, and the City of Newport.

C. Costs Incurred by Proposers

All costs of proposal preparation shall be the responsibility of the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

D. General City Reservations

City reserves the right to extend the submission deadline should this be in the best interest of the City. Proposers have the right to revise their proposals in the event that the deadline is extended.

The City reserves the right to withdraw this RFP at any time, and will notify proposers that the solicitation has been canceled. The City makes no representation that any contract will be awarded to any proposer responding to the RFP. The City reserves the right to reject any or all submissions.

If in City's judgment, an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may, at its sole discretion, reissue the RFP, or execute a contract with the next highest ranked proposer, or to cancel this solicitation, all subject to compliance with applicable laws and the City's public contracting rules.

City reserves the right, subject to the City's public contracting rules and applicable statutes, to reject any and all proposals and to waive any minor informality when to do so would be advantageous to the City.

E. Termination

Any contract awarded pursuant to this RFP may be terminated by the City, with or without cause, upon 30 days prior written notification by the City to the successful proposer.

F. Proposer's Contact for Information

Proposers may contact Peggy Hawker, City Recorder/Special Projects Director, with any questions regarding the scope of work of this RFP at:

Peggy Hawker, City Recorder/Special Projects Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
541.574.0613
p.hawker@newportoregon.gov

G. Deadline for Submission of Proposals

The proposals must be received by 3:00 P.M., PDT, on Monday, July 27, 2020. Proposals may be submitted electronically to p.hawker@newportoregon.gov, with "RFP FOR CUSTODIAL SERVICES" in the subject line, or by hardcopy clearly labeled and sent or delivered to:

RFP for Custodial Services
City Manager's Office
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be accepted. All proposals received after the deadline will be returned unopened.

H. General City Reservations

Any building keys provided to the contractor remain City property and may not be duplicated without written approval by the City. Keys shall be returned to City on demand. If the contractor loses a key, the contractor shall be responsible for replacing all locks that the lost key opened.

All requests for supplies and repairs shall be directed to Jim Guenther, City of Newport Parks Maintenance Supervisor, 169 SW Coast Highway, Newport, Oregon 97365, telephone 541.574.5878.

Contractor shall use only personnel approved by the City of Newport. The contractor (including the contractor's shareholders, officers and directors) and the personnel so assigned shall at least meet the minimum conditions and requirements for background, personal history, and character as would be required for employment by the City of Newport. Criminal convictions will be reviewed on a case-by-case basis. Arrests or other

contacts with any law enforcement agency will be reviewed on a case-by-case basis. Fingerprinting of all contractors and their employees shall be completed at least two weeks before starting on the job site. Any contractor or employee that is arrested during the contract period shall report that fact to the City immediately. Continued access to the Police Department by the contractor and/or employee who has been arrested will be determined by the Chief of Police.

EXHIBIT A

CITY OF NEWPORT, OREGON PERSONAL SERVICES CONTRACT

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and (Contractor). This agreement shall be effective when signed by both parties.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide services desired by the City.
- B. City selected Contractor to provide services pursuant to a request for proposal process, consistent with its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall begin services on September 1, 2020. Payment shall not be made for any other services without the written agreement by the City.

Contractor shall provide the services described in the request for proposals and in Contractor's proposal (Exhibit A to this agreement). Contractor may have contact with the public in the course of performing this contract and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the contract. The City may treat the failure to maintain good relations as a non-curable breach allowing the City to terminate the contract and to disqualify Contractor from future work for the City.

2. TERM

The term of the contract shall be three (3) years with an option to extend for up to two additional one-year terms, at City's sole discretion. This contract shall expire, unless otherwise terminated or extended, on September 1, 2023.

3. COMPENSATION

Contractor shall be compensated as described in Exhibit B to this agreement.

4. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding.
- B. Contractor represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor certifies that Contractor currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

6. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of contractor's work by City shall not operate as a waiver or release. Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be

asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the negligence of the City and its employees. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this contract.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

F. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this contract.

The procuring of required insurance shall not be construed to limit contractor's liability under this agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City:

Spencer R. Nebel, City Manager
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Business Phone: 541-574-0604

Contractor:

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive

statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
1. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.
 2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
 3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
 5. If City determines that termination of this Agreement is in the best interest of the City.
- Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
3. If Contractor fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

City shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its

probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the City Manager may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the prevailing party shall be entitled to such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

19. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement. (See Exhibit C.)

City Of Newport

By: Authorized City staff person letting contract

_____ Date

Contractor

By: Contractor's Name

_____ Date

AMENDMENT NO. 1
TO CITY OF NEWPORT
RFP FOR CUSTODIAL SERVICES

Issued July 20, 2020

- A. All custodial employees charged with cleaning the Newport Police Department must have a CJIS (Criminal Justice Information Services) clearance.
- B. Any contractor awarded the contract must have a Property Services Contractor License through BOLI.
- C. All proposers must submit an emergency response time, i.e., if the city called and needed something cleaned immediately, how long would it take your company to respond.



Travis Levi Kittel - Owner/President of Associated Cleaning Services Inc.
PO Box 771
Newport, Or 97365
Email - levi@associatedcleaning.net
Office 541-867-7879
Fax 541-867-7420

Proposal Submittal - Custodial Services for the City of Newport, OR.

Peggy Hawker, City Recorder/Special Projects Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Due Date: July 27, 2020 by 3:00 P.M., PDT



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Thank you for the opportunity to provide Custodial Services. We understand you have a lot to review so we will jump in and be short, but wanted to sum up why we are the best option for the cities service provider.

- ACS is community based and is invested in the health of “our” community. Associated Cleaning has been servicing Newport Oregon for over 45 years. Our involvement includes charitable contributions past and present along with involvement within the community such as, Lincoln County Food Share, Samaritan Health Systems, Lincoln Newport Rotary Club, Chamber of Commerce, Columbia Bank Warm Hearts, and Lincoln County School District just to name a few.
- ACS provides Paid Sick Time, Hourly Pay & Matching Retirement. Cleaners with no provided sick time are likely to show up to your place sick and spread illness. Cleaners paid salary are motivated to cut corners. Employees who are getting benefits, like retirement, are likely to stick around - reducing turn over issues. Plus, a company that cares about its employees’ cares about its customers.
- ACS is a Leader in Cleaning Services throughout Oregon and Washington. Associated Cleaning Services is currently servicing hundreds of locations, employing a staff of over 50 employees, manages over 10 Commercial Cleaning Companies, and we are the company that National companies call when they are needing services fixed where other providers are failing.
- ACS is dependable! Associated Cleaning operates a tracking system that notifies our supervisors when the cleaner has not arrived.
- Our office is located in Newport and we carry a support staff that can respond within 30min.
- ACS knows the accounts and the community removing the learning curve or guess at what you may get with another company.
- ACS is the best value. You can rest assured with our track record that customers get the best value of service for what they are asking for and we have the capabilities to offer alternatives to save money, increase quality, and improve the health of facilities that may not be listed in Scope of Work provided by the customer.
- Many cleaners did not provide protection against COVID-19, but the ACS product line, while also being Green, has been listed as an approved cleaner for COVID-19. Equipment also plays an important role; better tools do better jobs even if not seen. ACS uses microfiber technology for better removal of contamination as well as the ability to add HEPA filter vacuums that filter the air providing a cleaner indoor air quality for you and your staff. This all adds a little to the cost of doing business, but when your building and staff are important to you then you’ll find that these costs are relatively small.

What sets us apart from the rest?

ACS offers a wide range of services, such as a large corporation; but with the loyalty and commitment of a local vendor. Below is a list of items that sets ACS apart from many others.

Support is a continuous effort at ACS. We provide bi-weekly updates to all of our staff on all aspects of our business. With continual communication, we all grow to maximize our potential.

Our staff has more **experience** than you may expect. Medical management, construction, military, college, and industry specialty schooling.

Community: Did you know ACS employs many disabled vets, single parents, senior citizens... ACS also donates time, resources and funds to community and veterans' programs.

History is a proven testament to a company's abilities. ACS has 40 years of providing good honest service. Our growth has been from years of word of mouth advertising which only comes by providing the quality customers expect. ACS has a history of working with its customers and staff which is why ACS has grown to be your local leader in service.

Thank you for choosing Associated Cleaning Services Inc for your service provider. Other business comparable to ACS do not have all the tools, training, history and most importantly the team that cares and works hard like Rob and Levi do to ensure you get what your contract says. This can be easily seen in this packet by all the items provided by ACS.

We are committed to aspects of the Health of your staff, our City, our County, and our Community. Having a partner like ACS with our strong presence in HealthCare is a great benefit for our customers during times like today, where well-trained local ACS trained personnel are working diligently keeping your staff and facility healthy.

It is our commitment as a partner to strive and provide 100% contract completion.



ACS is the best community partner and we hold a proven track record of our capabilities. Below are just a few references that may help you in your selection.

References:

Oregon Coast Bank (6 Locations)

2002 To Present
909 SE Bay Blvd, Newport, OR 97365
Joe Postlewait
541-265-9000

Samaritan Health Service (15 Locations)

2012 To Present
930 SW Abbey St, Newport, OR 97365
Jon Conner
541-574-1808

City of Corvallis (11 Locations)

2016 To Present
1245 NE 3rd Street
John Moore
541-754-1783

Columbia Bank (60 Locations)

2014 to Present
506 SW Coast Highway, Newport, OR 97365
Julie Hanrahan
541-574-1131

Adventist Health Services (9 locations)

2012 to Present
1000 3rd St
Tillamook, OR 97141
Eric Swanson
503-842-4444

City of Salem

2011 to Present
Willow Lake Wastewater Treatment Public Works
5915 Windsor Island Road N
Keizer, OR 97303
Doug Smyres
503-588-6382

Associated Cleaning Services Inc. Reference list is confidential information that is not public information and may be used solely in the selection process of the RFO Custodial Services for City of Newport 7/2020. This information may not be shared with any outside agency, company, or competitive entity.

GENERAL INFORMATION**Purpose:**

It is the Goal of Associated Cleaning Services, Inc. to provide for its customers services that accomplishes four main purposes:

- 1) Aid in setting and defining contract goals for service, staffing and management; ensuring customer is only paying for what they need.
- 2) Manage contract and provide oversight to contracted items; allowing customer to focus on their core business function.
- 3) Provide training and systems to accomplish set goals; increasing customer's knowledge that services are performed correctly, of what and when service is performed and technical base by giving them access to more tools otherwise not available.
- 4) Staff in place of customer staffing; limiting customer liability and HR needs.

It is also our goal to provide a positive influence and relationship in our communities, employees, partners and customers.

History

Associated Cleaning Services, Inc. was formed in 1975 in Newport, Oregon by Charles Kittel. Chuck started ACS after serving in the Air Force, attending Oregon State University and getting out of law enforcement. He started as a one man show doing floors at night. Since that time ACS has grown to employ more than 60 people and an additional 10 partners bring the total to 100's operating across the Oregon and Washington coast and mid-valley. In 2002, Travis "Levi" Kittel returned home from United States Marine Corp and returned to work for the family business while attending Oregon State University. In 2005, Levi graduated and moved back to Newport to help manage the growing operations. Under the new management of Levi, ACS has increased over 350% in size while still mainly relying on the 45-year practice of word of mouth marketing. Levi attributes the success of ACS to the tried and true practice his father instilled of honesty, fairness and dedication with the implantation of new technologies and expanded services and service areas. We service all types of facilities from general office and financial institutions to educational and medical facilities, from 100 square feet to 100,000 square feet. ACS services regularly 200 facilities and has 100's of locations we service on call.

Vision

To be the local leader in facility services for the Pacific Northwest.

Mission

To provide quality cleaning at a reasonable price, to provide a rewarding and enjoyable work environment for all and to be a positive influence and helping partner to our community by taking advantage of new technologies, tried and true practices and desire to always provide the best.

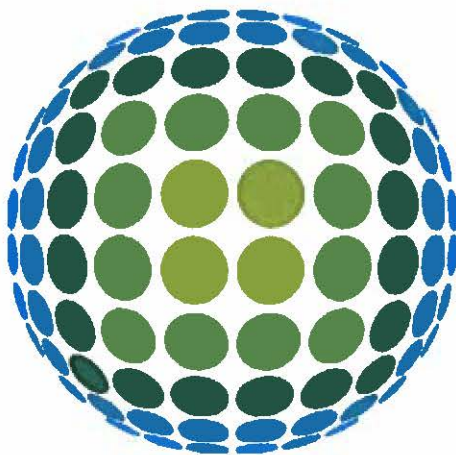
Core Values

- Quality
- Honesty
- Dedication
- Positivity
- Community

Future

ACS is looking forward to the future. Our current focus is to expand our facilities services by providing more

management and contract support. Customers with multiple sites need a company that can ensure all sites are serviced at their standards for a reasonable price so they can focus their efforts on their core business while at the same time lowering their liabilities and even cost. As always, we will continue to look for the best ways to service our customers by staying on top of industry changes and education.



IICRC

Institute of Inspection Cleaning
and Restoration Certification



GENERAL PROVISIONS & QUALITY CONTROL PLAN

Below pages (6-7) are ACS's current minimal provisions provided to all customers regardless of contract requirements.

Support supplier diversity: Hiring ACS, a Service-Disabled Veteran Owned Small Business, qualifies as supporting supplier diversity.

We use quality **Green Seal Chemicals** for a quality cleaning. Some companies will use cheap products which can lead to poor cleaning, they may have non-disinfecting qualities, be not only bad for the environment but also your health and they may damage your furnishings. ACS also provides a line of Hospital grade disinfectants; let us know if there is a specific line you would like to be on. If you have no preference, ACS will use a combination we feel provides the best in quality and cost savings while being as Green as possible.

Our management staff has more **experience** than you may expect. Levi and Rob alone have been trained and experienced in medical management, construction, military, college, business finance and economics, as well as industry specialty schooling like Fire & Water Restoration, Professional Carpet Cleaning and more.

Quality Control Plan:

Below are items ACS is currently providing above the items listed in the service agreement. These items reflect ACS's current plan to help produce higher quality services. If you wish these to be part of your required contract please ensure they are updated in your service agreement area, items not in-service agreement is subject to change without notice.

- a. ACS provides matching retirement plan and other incentives to promote long-term commitment from its staff.
- b. ACS provides paid sick time so sick employees do not need to worry about go to work and in turn spreading their illness.
- c. ACS does team building events like fishing trips with customers and employees to help foster a team atmosphere and build better communication.
- d. ACS training procedure and model uses the four learning methods of read, see, hear and do. Staff will be trained on customer specification requirements. Also, a recap and evaluation process will be performed before staff is released to work independently.
- e. ACS uses nightly check list at all locations to help ensure ACS staff knows what needs done and customer staff knows what was done and when.
- f. ACS will use a time and attendance software to track employees coming and goings of your facilities as well as type of services performed. These reports are for ACS internal use only but if an incident arises and you need to know when our staff was in that can be provided in a short matter of time.
- g. Time and attendance software to help ensure service nights are not missed.
- h. Time and attendance software help ensure employees do not do a rush job and cut out early.
- i. Hourly compensation to janitors to incentives to take full time needed.
- j. Employees will receive monthly continued safety training and sexual harassment training.
- k. Employees will receive at least one monthly inspection, retraining as needed.

- l. On top of night time training and inspections, ACS holds day time inspections by management staff at random locations. Day time visit to your site are not required unless otherwise noted in this agreement.
- m. An account log book will be kept on site with list of duties, safety protocol, SDS, communication log, contact list and more.
- n. All services provided less than monthly will be input into our service tracker which will track and schedule these (periodic) services to ensure their completion.



Service Agreement (pages 10-35 of packet)

Associated Cleaning Services, Inc. will be here after referred to as "Vendor". City of Newport will be hereafter referred to as "Customer"

JANITORIAL EQUIPMENT & CHEMICALS:

Vendor is responsible for furnishing and maintaining all required equipment and chemicals used in the janitorial performance section of this contract unless otherwise noted, (City Hall and Police Department are to use chemical station provided by Customer)... Chemicals are to be of a commercial line and from a professional supplier using Green Seal certified products when reasonably possible.

SUPPLIES:

All consumable products, paper products, plastic liners, hand soap used in the performance of will be ordered by Vendor by emailing Jim Guenther at J.Guenther@NewportOregon.gov , orders sent by 10:00am on Tuesday will be delivered by Wednesday night, supplies are paid for by Customer.

INSURANCE:

Vendor agrees to hold the customer harmless for any injuries arising out of the performance of this contract, and in connection with this also agrees to upon request provide customer with certificate of insurance listed as additionally insured with:

1. General Liability policy with minimum limits of \$5,000,000.00 per incident for bodily injury and property damage, including Broad Form Proper Damage.
2. Workers compensation coverage.
3. Liability coverage on all Vendor vehicles.
4. Fidelity Bond of at least \$50,000.00.

Pricing & Billing:

1. Vendor agrees to provide services listed in the cleaning procedures for amount listed on the attached Unit Price Proposal sheet/area.
2. Bills will be sent to, accountspayable@newportoregon.gov
3. Vendor will provide billing on or after the 1st of the month for the current months service, payment will be due 10 days after the month of service unless other arrangements are made.
4. All services described as requested by the city or as needed services are performed upon request and billed after completion at the rates described in the Fee schedule listed in Proposal.
5. Payments can be mailed to **P.O. Box 771 Newport OR 97365** or direct deposit arrangements can be made by contacting AR@associatedcleaning.net.
6. Customer agrees by accepting service the cost of service may be increase by the percentage of increase to minimum wage or other cost factors, if such an increase was unforeseen prior to submittal of this bid.
7. Vendor must provide at least 30 days' notice prior to price changes.
8. Pricing assumes observance of the 10 national holidays unless otherwise noted and therefor observance of those days will not result in a credit and failure to observe those days resulting in extra required services may result in additional fees if not listed in the RFP as open on the 10 national holidays.
9. Late fee of \$100 and an interest rate of 10% will be applied to invoices more than 60 days outstanding.

Professional Standard Items:

1. **Indemnification.** ACS shall defend, indemnify, and hold harmless the City of Newport from all liability which arises from services by ACS employees. Indemnification shall not apply to Claims to the extent caused by the sole negligence of the Customer and its parties.
2. **Equal Employment Opportunity.** ACS is and will remain an equal opportunity employer.
3. **Compliance with Laws.** ACS will comply with all present and future local, state and federal laws.
4. **Non-Disclosure.** The City of Newport acknowledges that all information and documents disclosed by ACS to The City of Newport, or that come to The City of Newport attention during the course of performance of services, constitute valuable assets of and are property of ACS, and also acknowledges that The City of Newport has a responsibility to keep ACS records and information confidential and proprietary. Therefore, The City of Newport agrees not to disclose information and documents relating to ACS and its operations, either directly or indirectly, to any person, firm or corporation. ACS agrees to uphold the same Non-Disclosure as it relates to The City of Newport.
5. **Licensed and trained to do business.** ACS is licensed and in good standing and agrees to maintain registrations, certifications, licenses and permits required by law to perform the services or listed here in the service agreement.
 - a. ACS is registered and licensed to do business in the City and State.
 - b. ACS holds certification by the IICRC if performing carpet maintenance.
 - c. ACS is certified as a small disadvantage business.
6. **Email Correspondence.** Read receipted or e-mails received and responded to are binding.
7. **Service Days.** ACS assumes on days The City of Newport; office is not open ACS has a window to provide service of one hour after close to one hour before opening of the following business day.

Staffing/Independent Vendor:

1. ACS is an independent Vendor. ACS employees to be used in the fulfillment of this contract are not employees, agents or servants of The City of Newport, and as such are not entitled to benefits extend to The City of Newport, employees.
2. ACS will provide adequate backup staffing to cover positions. In cases of positions requiring clearances ACS will provide enough clearances to cover 45 days or 30 days after position is filled and awaiting clearance or access, whichever is less. If customer is unable to provide clearance or access within the 30 days services may be missed or charged extra to cover.
3. All employees used in the performance of this contract are employees of ACS Daily services will not be subcontracted.
4. ACS holds all liability of employees used in performance of this contract.
5. ACS will background screen all employees through Oregon State Police. Additional clearance request will be billed to Customer.
6. All staff has HIPAA/Non-Disclosure Confidentiality agreements and training. Do not move papers or personal items on people desk to clean.

7. Sub Vendor and/or Vendors of Contracted Vendor will fall under the same rules and guidelines.
8. Customer agrees that employees and vendors are employed/contracted by ACS and agrees not to hire vendors and employees of ACS within one year of working for ACS at your facility. If service is terminated customer will not hire or allow other custodial service Vendors to hire any ACS employee or vendor used in the performance of this contract for a period of at least one year after the termination of the contract with ACS.
9. ACS will pay employees on an hourly basis to not incentives rushed performance.
10. ACS provides paid sick time to reduce the chances of sick employees showing up to work and spreading viruses.

Management Standards and Expectations: The most important thing a customer gets when hiring a service provider is the business structure and even more team, anyone can hire an employee but few can manage the customers' needs correctly. Below are some of the expectation Vendor will meet or exceed.

1. ACS will provide 24/7 on call emergency services with a 30 min. response time.
2. ACS will respond to voice mails within 12 hours and will follow up conversations with recap emails.
3. ACS will respond to emails by the end of the following business day.
4. ACS will be trained in blood borne pathogens, Bio Hazard, Sharps and Cross Contamination.
5. ACS is responsible for having a working HR department to ensure employees' rights are taken care of and ensure no harassment of any type is happening.
6. ACS will ensure to meet time frames set in emails or notify Customer immediately if they are unable to.
7. ACS will communicate all necessary information to customer in a timely fashion to minimize reactive work and try to be more proactive.
8. ACS will review contract at least yearly with all locations points of contact to ensure everyone understand what is in the contract and review its success and if there are any needs for future plans, goals or adjustments.
9. ACS will ensure staff receives full training and demonstrates full understanding of duties to be performed and staff signs off on their expectations to the Customer and training has been received.
10. ACS will ensure all is done on a management level to ensure all sections of this agreement are in compliance. As it relates to the janitor, Vendor will make sure all training, supervisor and staffing requirements are fulfilled and work with The City of Newport, to replace or retain janitors as needed. (The City of Newport, to ensure supervision levels in contract are acceptable)

**SCHEDULE 1
CITY HALL**

City Hall including Police Department (Offices and conference rooms will be cleaned between the hours of 9:00 P.M. and 6:00 A.M., Sunday, Tuesday, and Thursday. Halls and restrooms will be cleaned between the hours of 9:00 P.M. and 6:00 A.M., Sunday through Thursday.)

Offices and Conference Rooms

- a. Empty trash cans. Replace in proper position with liners in each can.
Sunday/Tuesday/Thursday
- b. Clean counters and tables.
Sunday/Tuesday/Thursday
- c. Vacuum carpeted areas in offices moving chairs, trash cans, and other movable objects. Includes under desks and between desks and walls. Spot clean carpet as needed.
Sunday/Tuesday/Thursday
- d. Vacuum upholstered furniture.
At the request of city
- e. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)
At request of City
- f. Clean and disinfect telephones.
Weekly
- g. Dust picture frames.
Monthly
- h. Spot check, and clean if needed, all indoor glass display cases.
Sunday/Tuesday/Thursday
- i. Thoroughly clean glass in entry doors inside and out.
Monthly
- j. Dust all mini-blinds.

Annually

Council Chambers

- a. Empty trash cans. Replace in proper position with liners in each can.
Weekly
- b. Clean tables and counter tops.
Weekly
- c. Vacuum carpeted areas moving chairs and tables. Spot clean carpet as needed.
Weekly
- e. Vacuum chairs.
Monthly
- f. Shampoo chairs.
Annually
- g. Clean glass on entry doors inside and out.
Monthly

Council Kitchen and Staff Break room

- a. Vacuum carpet in staff break room.
Sunday/Tuesday/Thursday
- b. Empty trashcans and replace liners.
Sunday/Tuesday/Thursday
- c. Sweep and damp mop resilient floors.
Twice monthly
- d. Wax resilient floors.
Twice annually
- e. Clean tabletops and kitchen counters.

- f. Clean sinks.

Weekly

- g. Clean cabinet faces.

Monthly

- h. Clean exterior of refrigerators.

Monthly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday through Thursday

- b. Clean sinks.

Sunday through Thursday

- c. Clean mirrors.

Sunday through Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday through Thursday

- e. Refill all dispensers.

Sunday through Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins. Replace liners in both types of containers.

Sunday through Thursday

- h. Sweep and damp mop resilient floors.

Hallways

- a. Vacuum carpeted areas in halls, moving trash cans, and other movable objects. **Spot clean carpet as needed.**

Sunday through Thursday

- b. Damp mop rubber entries at north, south, east, and main entrances.

Sunday through Thursday

- c. Sweep slate in main hallway, and spot clean as needed

Sunday through Thursday

- d. Clean, sanitize, and polish drinking fountains.

Sunday through Thursday

- e. Clean decorative light fixtures in hallway.

Monthly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

- b. Remove trash, cigarette butts at all entryways

**SCHEDULE 2
POLICE DEPARTMENT**

Will be cleaned between the hours of 9:00 P.M. and 6:00 A.M. on Tuesday, Thursday, and Sunday, or when requested. **(Must clean on these days, not on Friday or Saturday.)**

All Areas in Department (upstairs and down):

- a. Empty all trashcans. Replace in proper position with liners in each can.

Sunday/Tuesday/Thursday
- b. Vacuum all carpeted areas, moving chairs, trashcans, and other moveable objects; including under desks and between desks and walls. Spot clean carpet.

Sunday/Tuesday/Thursday
- c. Vacuum upholstered furniture.

Twice annually
- d. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

As requested by City
- e. Clean and disinfect telephones.

Sunday
- f. Dust picture frames.

Monthly
- g. Dust mini blinds.

Twice annually
- h. Sweep and damp mop all resilient floors.

Weekly
- i. Buff all resilient floors.

At request of city

- j. Strip and wax all resilient floors.

At request of city

- k. Clean kitchen and upstairs counters and sinks.

Sunday/Tuesday/Thursday

- l. Clean faces of kitchen cabinets, stove, and refrigerator.

Monthly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday/Tuesday/Thursday

- b. Clean sinks.

Sunday/Tuesday/Thursday

- c. Clean mirrors.

Sunday/Tuesday/Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Weekly

- e. Refill all dispensers.

Sunday/Tuesday/Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins, and replace liners.

Sunday/Tuesday/Thursday

- h. Sweep and damp mop resilient floors, including under shower mats.

Weekly

- i. Wax all resilient floors.

- j. Clean and sanitize showers in both men and women's locker rooms.

Monthly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

**SCHEDULE 3
SENIOR CENTER**

Facility to be cleaned after 10:00 P.M., Sunday through Thursday. Restrooms to be cleaned daily.

- a. Vacuum all carpet, moving chairs, trash cans, and other movable objects. Spot clean all spills or spots. Empty trash cans. Replace in proper position with liners in each can. Empty recycle bins.

Sunday/Tuesday/Thursday

- b. Clean, sanitize, and polish drinking fountains.

Sunday, Tuesday, Thursday

- c. Vacuum upholstered furniture.

At request of city

- d. Dust mini-blinds.

Twice annually

- e. Professionally clean all carpeted areas, by using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

- f. Clean air vents and walls.

Four times annually

- g. Wash all trash cans.

As needed

- h. Clean sinks, prep kitchen, dining room, downstairs health and wellness room.

Sunday/Tuesday/Thursday

- i. Clean prep kitchen stove, hood, and exterior of refrigerator.

Monthly

- j. Clean and disinfect telephones.

Weekly

- k. Dust picture frames, countertops, and shelving.

Monthly

- l. Sweep and mop storage rooms and custodial closets.

Annually

- m. Sweep/dust mop dining room and prep kitchen.

Sunday/Tuesday/Thursday

- n. Clean mirrors in the health and wellness studio.

Check weekly, clean twice annually, unless otherwise requested.

- o. Sweep/dust mop lower level. Sweep/clean hard wood floors with special wood floor cleaner

Weekly

- p. Damp mop all resilient floors, spot checking during the week

Dining room and prep kitchen – Sunday

Basement – twice monthly

Stairs – twice monthly

- q. Strip, wax, and buff all resilient floors in the dining room, prep kitchen, commercial kitchen, and basement.

Twice annually

- r. Wash all exterior and interior windows.

Twice annually

- s. Sweep north and downstairs entrances.

Weekly

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday, Tuesday, Thursday

- b. Clean sinks.

Sunday, Tuesday, Thursday

- c. Clean mirrors.

Sunday through Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday through Thursday

- e. Check all dispensers and refill as needed.

Sunday through Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash cans and replace liners.

Sunday through Thursday

- h. Sweep and mop resilient floors.

Sunday through Thursday

- i. Wax and buff all resilient floors.

Twice annually

- j. Clean and sanitize handrails in stalls.

Weekly

**SCHEDULE 4
AIRPORT BUILDING (FBO)**

Cleaned after 5:00 P.M. and before 10:00 P.M. on Sunday and Thursday.

- a. Empty all trashcans, replace liners, and return to original position.
Sunday and Thursday
- b. Clean work counters and tables.
Sunday and Thursday
- c. Sweep main floor areas moving chairs, trash cans, and other moveable objects, including under desks and between desks and walls.
Sunday and Thursday
- d. Professionally clean all carpeted area, using hot water extraction. (Payable at rate bid per square yard in addition to monthly charges.)
At request of City
- e. Clean and disinfect telephones.
Weekly
- f. Dust picture frames.
Monthly
- g. Sweep and damp mop all resilient floors.
Weekly
- h. Buff all resilient floors.
Monthly
- i. Strip, wax, and buff all resilient floors.
Twice annually

Rest Rooms

- a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases, flush-o-meters and attached piping.

Sunday and Thursday

- b. Clean sinks.

Sunday and Thursday

- c. Clean mirrors.

Sunday and Thursday

- d. Spot check walls, partitions, and electric fixtures, washing as needed.

Sunday and Thursday

- e. Refill all dispensers.

Sunday and Thursday

- f. Clean light fixtures.

Monthly

- g. Empty trash, including receptacles for used sanitary napkins. Liners go in both types of containers.

Sunday and Thursday

- h. Sweep and damp mop resilient floors.

Sunday and Thursday

- i. Wax and buff all resilient floors.

Twice annually

- j. Buff all resilient floors.

Monthly

- k. Clean bathroom baseboards

Weekly

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

**SCHEDULE 5
WATER TREATMENT PLANT**

Offices, lounge, and restrooms shall be cleaned before 10:00 A.M. on Monday and Thursday.

- a. Empty all trash cans and replace in proper position with liners in each can.

Monday/Thursday

- b. Clean work counters and tables.

Monday/Thursday

- c. Sweep and mop all resilient floors.

Monday/Thursday

- d. Strip, refinish, and polish all resilient floors.

Twice annually

- e. Wash faces of cabinets and refrigerators, etc. in building.

Weekly

- f. Clean and disinfect telephones.

Weekly

- g. Clean interior windows.

Twice annually

Restrooms.

- a. Clean toilets above and below water line, cleaning all exterior surfaces of bowl including base.

Monday/Thursday

- b. Clean mirrors.

Monday/Thursday

- c. Clean sinks.

Monday/Thursday

- d. Check walls and electric fixtures, cleaning as needed.

Monday/Thursday

- e. Refill all dispensers.

f. Clean light fixtures.

Monthly

g. Empty all trash cans; replace liners; and return to proper position.

Monday/Thursday

h. Sweep floors.

Monday/Thursday

**SCHEDULE 6
WASTEWATER TREATMENT PLANT**

Offices, lounge, and restrooms shall be cleaned before 8:00 A.M., Monday – Friday.

- a. Empty all trash cans; replace liners; and return to proper position.

Daily

- b. Clean work counters and tables.

Weekly

- c. Wash windows, inside and out, in operations building.

Twice annually

- d. Clean air vents.

Twice annually

- e. Sweep floors.

Daily

- f. Mop floors.

Monday/Wednesday/Friday

- g. Buff all resilient floors.

Four times annually

- h. Strip, refinish, and polish all resilient floors designed to be waxed.

Four times annually

- i. Wash faces of cabinets and refrigerators in building area.

Monthly

- j. Wash and disinfect telephones.

Weekly

- k. Clean restroom toilets and urinals above and below water line, cleaning all exterior surfaces of bowls including bases.

Daily

- l. Clean sinks.

Daily

m. Clean mirrors.

Daily

n. Refill all dispensers.

Daily

**SCHEDULE 7
LIBRARY**

Shall be cleaned after 9:00 P.M. and before 8:00 A.M. on Monday, Tuesday, and Wednesday; after 6:00 P.M. and before 8:00 A.M. on Thursday, Friday, and Saturday; and after 5:00 P.M. on Sunday and before 8:00 A.M. on Monday.

Offices/Public Reading Areas/Halls and Storage Areas.

a. Empty trash cans, recycling, and remove boxes left at trash cans. Replace in proper positions with liners in each can.

Daily

b. Wash and dry trash cans.

At the request of the city

c. Dust public desk tops, including under and around telephones, calculators, etc. Remove finger smudges, drink spills, etc. Replace items in their proper positions.

Weekly

d. Dust and vacuum chairs and replace square to desk/table in an orderly fashion.

Weekly

e. Dust and clean smudges on all counters, cabinets, tables, woodwork, bookshelves, and electric switch plates.

Daily

f. Dust and clean all railings, ledges, and coat racks of grime and smudges.

Daily

g. Dust pictures and frames.

Monthly

h. Dust all computer terminals, including keyboards, but **DO NOT CLEAN MONITORS**.

Weekly

i. Dust tops of shelves and display racks.

Monthly

j. Vacuum, including stairs, moving chairs, trash cans, and other movable objects, including under desks and between desks and walls. Spot clean carpet.

Daily

k. Vacuum upholstered public furniture.

Weekly

l. Professionally clean all upholstered chairs in public areas.

At request of City

m. Sweep and vacuum entry mats.

Daily

n. Professionally clean all carpeted areas. (Payable at rate bid per square yard in addition to monthly charges.)

At request of City

o. Clean air vents and walls. Check for cobwebs.

Monthly

p. Clean and disinfect telephones.

Weekly

q. Clean, sanitize, and polish drinking fountains.

Daily

r. Sweep and/or dust mop all resilient floors.

Daily

s. Damp mop all resilient floors.

Weekly

t. Buff all resilient floors.

At request of city

u. Strip and wax all resilient floors.

At request of city

v. Clean all glass doors and windows in the entry – inside and out.

Weekly

Restrooms.

a. Clean toilets and urinals above and below water line, cleaning all exterior surfaces of bowls, including bases, flush-o-meters, and attached bases and piping.

Daily

b. Clean sinks.

Daily

c. Clean mirrors.

Daily

d. Clean walls, partitions, electric fixtures, as needed.

Daily

e. Refill all dispensers.

Daily

f. Clean light fixtures.

Monthly

g. Empty trash cans and replace liners.

Daily

h. Wash and dry trash cans.

Annually

i. Sweep and damp mop resilient floors.

Daily

j. Buff all resilient floors.

Twice monthly

k. Wax all resilient floors.

At request of city

Staff Room

a. Empty trash cans and replace liners.

Daily

b. Wash and dry trash can.

Monthly

c. Vacuum carpet.

Daily

Weekly

e. Clean table top.

Daily

f. Clean sink and wash cabinets. Dishes will not be washed unless specified and sinks will not be washed if dirty dishes are in them.

Daily

g. Clean refrigerator door.

Monthly

Miscellaneous.

a. Wash all exterior and interior windows.

Twice annually

b. Clean and organize custodial room.

At request of City

c. Dust high ledges, fire extinguishers, Venetian blinds, and top of light fixtures.

Four times annually

d. Clean television monitors

Monthly

**SCHEDULE 8
FIRE STATION 3200**

The station shall be cleaned twice annually and scheduled by the City. The cleaning shall include:

- a. Scrub all resilient floors

At request of city

Rest Rooms and Locker Rooms

- a. Clean all resilient floors.

At request of city

Miscellaneous

- a. Wash all interior/exterior windows.

Twice annually

- 1) When servicing common areas general items should be placed back to their proper location if no designated location then with an orderly position.

Fee Schedule

Hot water Carpet Extraction	\$0.75 per yard (\$150 minimum, per location)
Carpet Spotting Treatment	\$50.00 per service, per location
Burnishing Resilient Flooring	\$0.40 per square foot
Buffing/Scrubbing Resilient Flooring	\$0.50 per square foot
Waxing	\$0.45 per square foot
Strip and Wax	\$0.90 per square foot
Contract as requested cleanings	\$30.00 per hour

Proposal – Associated Cleaning Proposes the following billing schedule that follows the provided RFP and is willing to grant the City the option to extend the contract for two additional periods under the same prices, terms, and conditions, prices are firm and shall have no increases unless government mandates increase cost to doing business.

Location Name	Monthly	Monthly Cost Year 1 with Community Package 10% Discount	Annual Cost Year 1 with Community Package 10% Discount applied
Newport City Airport	\$ 374.24	\$ 340.22	\$ 4,082.6
Newport City Library	\$ 2,268.07	\$ 2,061.88	\$ 24,742.5
Newport City Hall & PD	\$ 1,569.28	\$ 1,426.61	\$ 17,119.3
Newport City Senior Center	\$ 1,363.55	\$ 1,239.59	\$ 14,875.0
Newport City Waste Water Treatment	\$ 609.97	\$ 554.52	\$ 6,654.2
Newport City Water Treatment	\$ 782.93	\$ 711.76	\$ 8,541.0
Fire Department	\$ 47.62	\$ 43.29	\$ 519.4
Total	\$ 7,015.65	\$ 6,377.86	\$ 76,534.3

Authorization. The persons signing this Agreement are authorized to sign and enter into contracts on behalf of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective authorized representative, the day and year below written.

VENDOR

CUSTOMER

By: Travis Levi Kittel

By: _____

Print: Travis Levi Kittel

Print: _____

Date: 7/27/2020

EXHIBIT C
TO PERSONAL SERVICES AGREEMENT
RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for

individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

