



NOTICE OF PUBLIC MEETING

CITY OF ALBANY
CITY COUNCIL WORK SESSION
Municipal Court Room
Monday, September 22, 2008
4:00 p.m.

AGENDA

- 4:00 p.m. **CALL TO ORDER**
- 4:00 p.m. **ROLL CALL**
- 4:00 p.m. **BUSINESS FROM THE PUBLIC**
- 4:05 p.m. **RED LIGHT CAMERA UPDATE** – Pat Hurley
Action Requested: Information.
- 4:15 p.m. **KINDER PARK PLANS** – Ed Hodney
Action Requested: Information.
- 4:30 p.m. **REVISIONS TO RESOLUTION GOVERNING APPOINTMENT TO CITY BOARDS** – Laura Hyde
Action Requested: Information, direction; scheduled for decision at October 8 regular meeting.
- 4:45 p.m. **OREGON WATER/WASTEWATER AGENCY RESPONSE NETWORK (ORWARN)** -- Mike Wolski
Action Requested: Information, discussion.
- 5:00 p.m. **COUNCILOR COMMENTS**
- 5:15 p.m. **CITY MANAGER PRO TEM REPORT**
- 5:30 p.m. **ADJOURNMENT**

City of Albany Web site: www.cityofalbany.net

The location of the meeting/hearing is accessible to the disabled. If special accommodations to attend or participate in the meeting/hearing are needed, advance notice is requested by notifying the Human Resources Director at 917-7500.



TO: Albany City Council

VIA: Wes Hare, City Manager

FROM: *E. Boyd*
Edward Boyd, Chief of Police

DATE: September 8, 2008, for the September 22, 2008, Council Work Session

SUBJECT: Red Light Photo Enforcement Program Report

RELATES TO STRATEGIC PLAN THEME: • A Safe City
• An Effective Government

Action Requested:

Information only.

Discussion:

On February 26, 2007, the City of Albany entered into an agreement with Redflex Traffic Systems, Inc. for Red Light Photo Enforcement Services.

The camera systems at Queen Avenue and Geary Street were operational and the Albany Police Department began authorizing warning letters on September 1, 2007.

The current agreement between the City and Redflex Traffic Systems, Inc., allows for photo enforcement of up to eight intersections.

This report provides statistics from the current Red Light Photo Enforcement Program, as well as a suggestion for the next Red Light Photo Enforcement location to be at the intersection of Ninth Avenue and Geary Street

Budget Impact:

Costs for adding photo red light cameras to Ninth Avenue and Geary Street include: ODOT Traffic Management Section review at \$200 per camera approach, traffic signal cabinet and intersection modifications at \$1,000 per intersection, and sign installation estimated at \$200 per sign (2 required).

msr

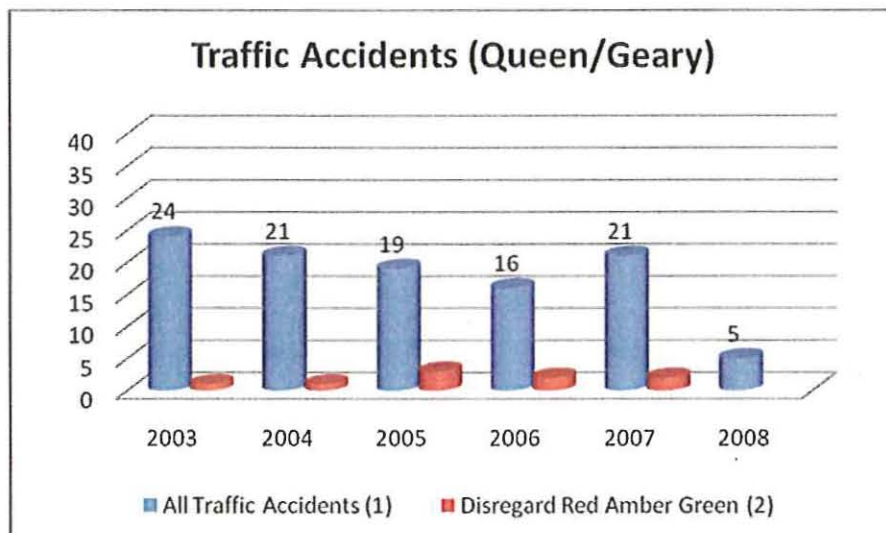
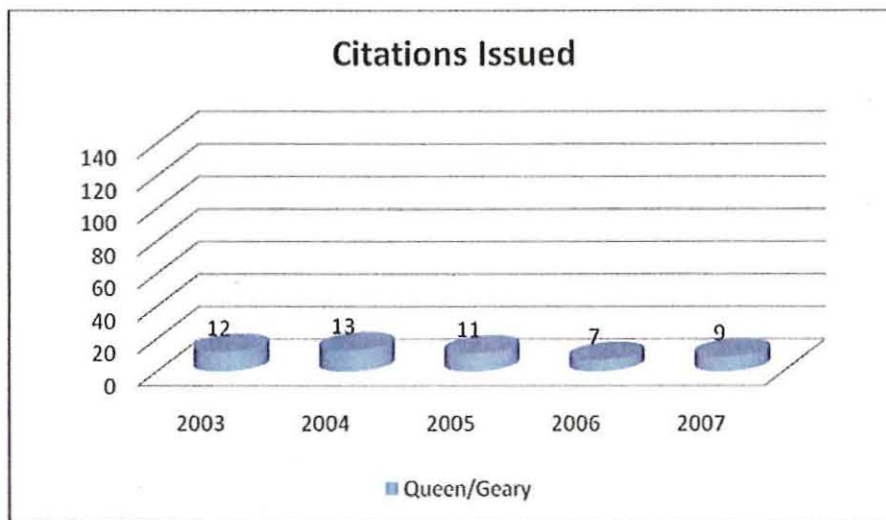


PURPOSE

The purpose of this report is to provide an update of the Red Light Photo Enforcement Program.

BACKGROUND

On February 26, 2007, the City of Albany entered into an agreement with Redflex Traffic Systems, Inc. for Red Light Photo Enforcement Services. Based on traffic accidents, citations, community input and a video survey, the first intersection selected was Queen Avenue and Geary Street. Below is the historical data for this intersection:



(1) Data taken from Albany Police Records Management System within approximately 250 feet of intersection.

(2) Data taken from Oregon Department of Transportation (ODOT) and only includes Accidents involving a driver who disregarded a Red-Amber-Green signal (2008 data is not available at this time).

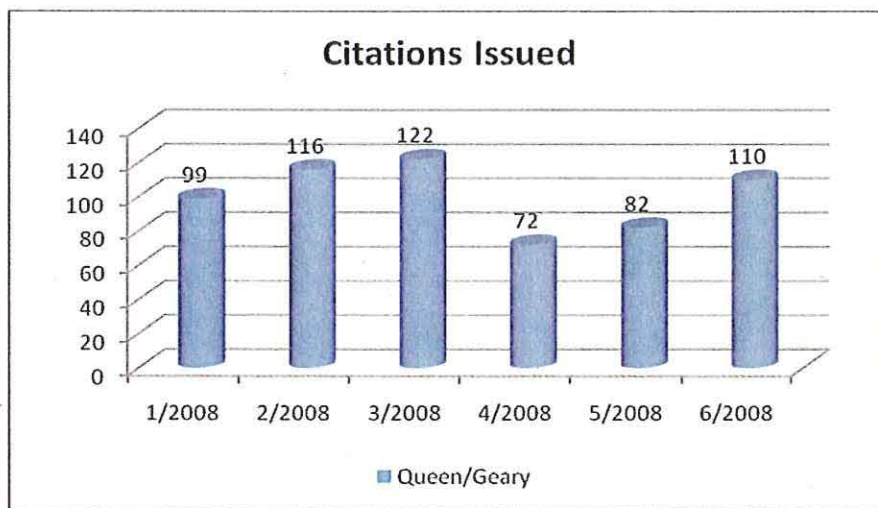
(3) 2008 data is from January 1, 2008 through June 30, 2008.

Red Light Photo Enforcement Update, September 2008

The intersection at Queen Avenue and Geary Street ranked in the top ten intersections the citizens of Albany identified as a concern. In a video survey conducted for 12 hours on February 26, 2007, there were 96 red light violations detected.

STATUS

The camera systems at Queen Avenue and Geary Street were operational and the Albany Police Department began authorizing Warning Letters on September 1, 2007. The Warning Period ended on December 19, 2007 and the Albany Police Department began authorizing Citations on December 20, 2007. From December 20, 2007 through June 30, 2008, the Albany Police Department has authorized 601 citations from the red light cameras.



January 2008 Citation numbers include those citations issued in December.

Of these 601 Citations, 150 have been paid in full and 116 have been dismissed. The revenue generated from the Citations is \$44,030. The City of Albany has paid \$9000 to Redflex Traffic Systems, Inc. for its services and approximately \$9238 in County and State assessments. The net revenue for the City is approximately \$25,792 for the six month period ending June 30, 2008. There are 335 Citations still outstanding for this period. These Citations are still in the adjudication process, on payment plans but not yet paid in full, or at collections.

At this time, traffic accident data is not available from the Oregon Department of Transportation for the period January 1, 2008 through June 30, 2008. However, preliminary data from the Albany Police Department for the first six months of 2008 seems to indicate that the camera system at Queen Avenue and Geary Street is having a positive impact in reducing vehicle collisions in the area.

COMPLIANCE REPORT

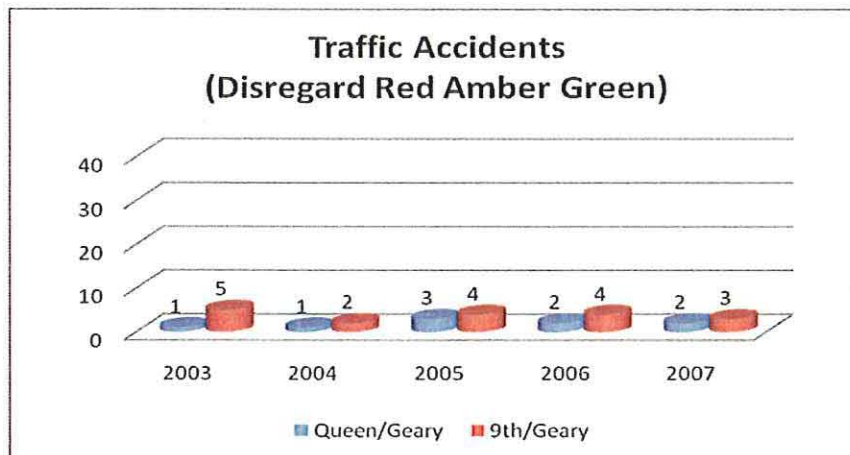
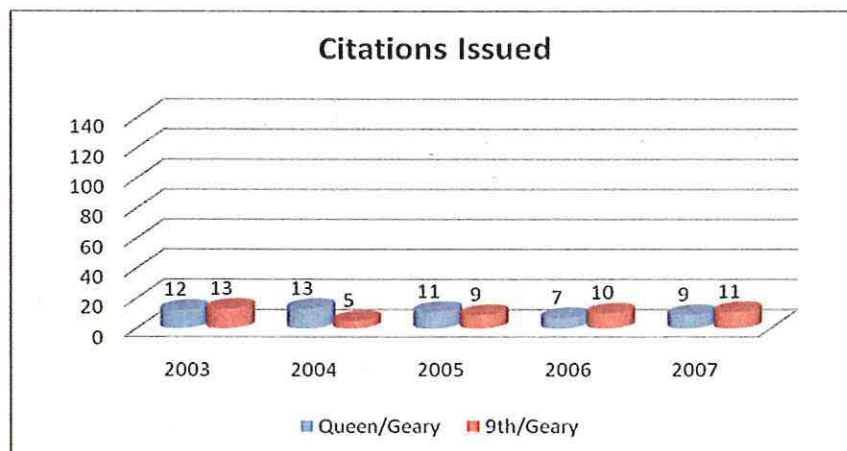
On August 7, 2008, Redflex Traffic Systems, Inc. provided a copy of an independent third-party annual report conducted by Talbot, Korvola & Warwick, LLP in compliance with Article XVII of the Agreement. This document is provided as an enclosure. No substantial exceptions were identified regarding compliance with the Agreement.

CONCLUSION

While it is still too early to statistically determine the overall impact of the red light cameras at Queen Avenue and Geary Street, all indications point to an increased awareness of the problem of running red lights and improved safety. Operationally, the City enjoys a good working relationship with Redflex Traffic Systems, Inc.

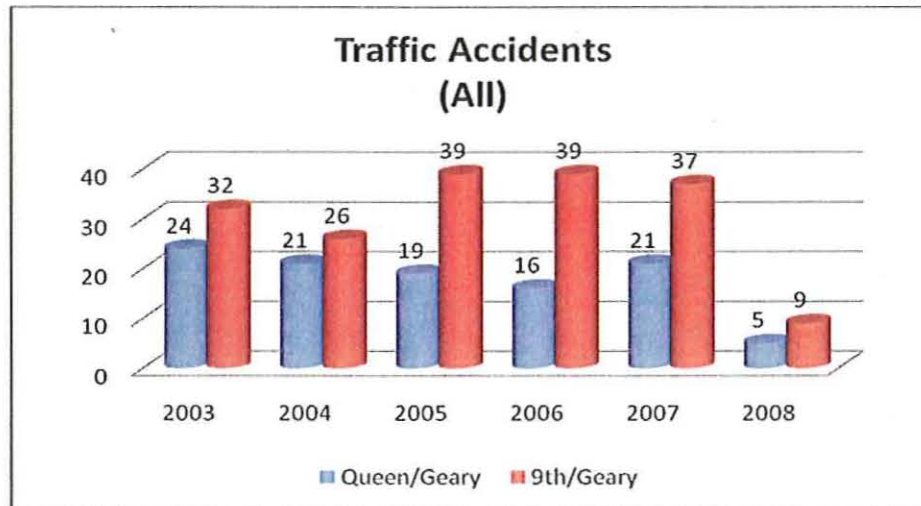
FUTURE STEPS

The current agreement between the City and Redflex Traffic Systems, Inc. allows for photo enforcement of up to eight intersections. The next intersection recommended for photo enforcement is 9th Avenue and Geary Street. Below is historical data for this intersection compared to Queen Avenue and Geary Street:



Data taken from Oregon Department of Transportation (ODOT) and only includes Accidents involving a driver who disregarded a Red-Amber-Green signal

Red Light Photo Enforcement Update, September 2008



Data taken from Albany Police Records Management System within approximately 250 feet of intersection.

The intersection at 9th Avenue and Geary Street ranked in the top ten intersections the citizens of Albany identified as a concern. In a video survey conducted for 12 hours on March 1, 2007, there were 93 red light violations detected.

Identified costs for adding red light cameras to 9th Avenue and Geary Street include:

1. ODOT Traffic Management Section review at \$200 per camera approach (Redflex obligation; Exhibit B 1.4 of the Agreement)
2. Traffic signal cabinet and intersection modifications at \$1000 per intersection (Redflex obligation; Exhibit B 1.9 and 1.10 of the Agreement)
3. Sign installation estimated at \$200 per sign (2 required) (City obligation; Exhibit D 2 of the Agreement).

Additionally, ODOT requires a Safety and Operations Report for installing red light cameras at this intersection. The Report includes sections on Crash History, Crash Potential, Design, Operations, and Maintenance Issues, Public Information Campaign, and Budget. The City would have to decide whether to generate this report internally or secure the services of a consultant. The cost of securing the services of a consultant is unknown at this time.



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Ed Hodney, Director of Parks and Recreation *EH*
DATE: September 17, 2008, for the September 22, 2008 City Council Work Session
SUBJECT: Kinder Park Development Plan

RELATES TO STRATEGIC PLAN THEME: ● Great Neighborhoods

RELATES TO: ● Master plans.

Action Requested:

Receive a presentation from staff on the development plans for Kinder Park; give staff direction as necessary.

Discussion:

The City Council has previously authorized the acceptance of the gift of land from the Boys and Girls Club of Albany (BGCA) for the establishment of Kinder Park, located on Oak Street. The Council has also authorized funding for the project, including Parks SDCs, cash from the BGCA, and a grant from the Oregon Parks and Recreation Department.

Construction plans have been completed and the City is currently soliciting bids for this project. The project has been designed to reflect conditions that were placed on the site when a Conditional Use Permit was granted in 2001. In August and again in September, the construction plans were reviewed in advertised public meetings. As a result of those public meetings, two minor additions to the project are being contemplated: a flashing signal at the pedestrian crossing on Oak Street and the extension of a sidewalk at the southwest corner of the park site.

Unless the City Council directs otherwise, the next step in this project will be the Council's consideration of bids on October 8th. We still hope to begin construction in October.

Budget Impact:

The project has been budgeted in the Grant Fund 203-35-5053-72018 (Oak Street Park Development)

Attachment: Kinder Park Plan



CLIENT: CITY OF ALBANY AND RECREATION
 PROJECT: KINDER PARK ALBANY, OR
 DATE: 10 SEPT. 2009
 REVISIONS:

KINDER PARK
 ALBANY, OR
 OAK STREET SE

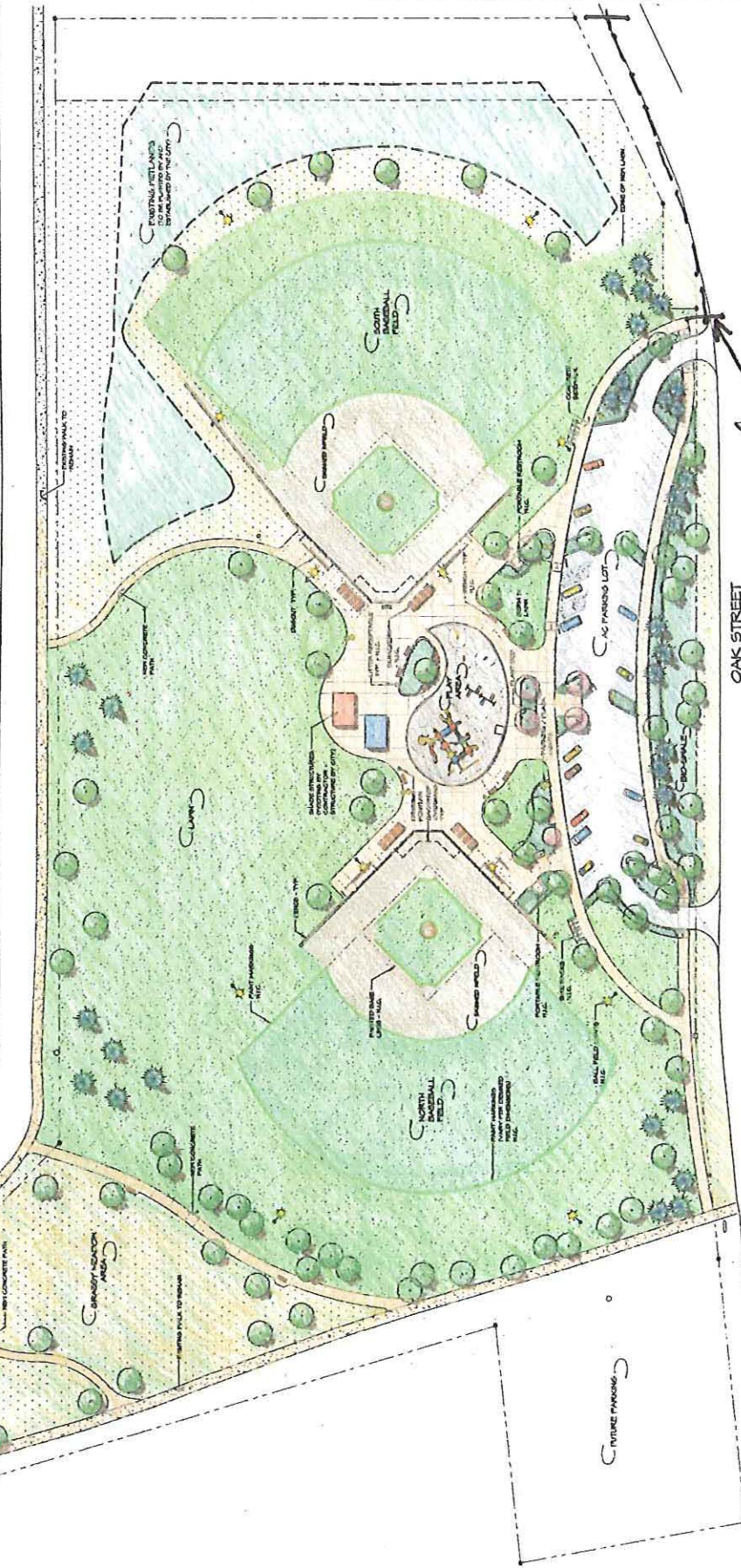
DWG NO. MP-1
 SHEET NO. 0000000000

LEGEND

	DECIDUOUS TREES		EXISTING TREES TO REMAIN
	CONIFER TREES		EXISTING WETLAND
	IRRIGATED LAWN		GRASSY WOODLAND WETLANDS AND MEADOWS
	PLANT BED		BIO-SWALE
	POLE PLANTING LIGHTS		WALL FIELD LIGHTING
	POLE PLANTING LIGHTS		POLE PLANTING LIGHTS - BY CITY

PROPERTY INFORMATION
 918 OAK STREET SE BETWEEN
 NINTH AVENUE SE AND QUEEN AVENUE SE
 SIZE: 11.37 ACRES
 ALBANY, OREGON 97101
 ASSESSORS MAP 1152W-08C
OWNER
 CITY OF ALBANY
 333 BROADVIEW STREET SW
 ALBANY, OREGON 97101
 CONTACT: ED HOONEY
 P: (503) 937-7789
LANDSCAPE ARCHITECT
 DIA, INC.
 1405 N. WETLAND STREET
 SUITE 305
 EUGENE, OREGON 97401
 CONTACT: DAVID DOUGHERTY
 P: (503) 852-5003
CIVIL ENGINEER
 K & E ENGINEERING INC.
 270 N.W. HICKORY STREET PO BOX 270
 ALBANY, OREGON 97101
 CONTACT: DAN WATSON
 P: (503) 852-2583
ELECTRICAL ENGINEER
 SYSTEMS WEST ENGINEERS INC.
 1405 N. WETLAND STREET
 SUITE 305
 EUGENE, OREGON 97401
 CONTACT: JEFFREY GRAMER
 P: (503) 852-5003

- DRAWING INDEX**
- MP-1 ILLUSTRATIVE MASTER PLAN
 - LA-1 SURVEY
 - LA-1 SITE PREPARATION PLAN
 - LA-2 SITE PLAN
 - LA-3 LAYOUT PLAN
 - LA-4 GRADING PLAN
 - LA-5 PLANTING PLAN
 - LA-6 IRRIGATION AND PLANTING DETAILS
 - LA-7 SITE DETAILS PLAN
 - LA-8 IRRIGATION AND PLANTING DETAILS
 - C-1 PARKING LOT GRADING AND CIVIL DETAILS
 - C-2 CIVIL DETAILS
 - E-1 ELECTRICAL DETAILS
 - E-2 ELECTRICAL LIGHTING PLAN



ILLUSTRATIVE MASTER PLAN
 (SHOWS FUTURE BUILD-OUT - FOR REFERENCE ONLY)
 SCALE: 1"=30'-0"
 0 15 30 60 90 120
 NORTH

*Requested
 walk extension*

*Requested
 crosswalk signal*

OAK STREET

OFFICE





TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Laura Hyde, Executive Assistant to the City Manager *Laura*
DATE: September 18, 2008, for the September 22, 2008, City Council Work Session
SUBJECT: Proposed Revisions to Resolution No. 4116, Appointments to City Boards, Commissions, and Committees

RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Review and discussion of proposed revisions and direction to consider adopting proposed resolution at the October 8 City Council meeting.

Discussion:

It's time to make needed revisions to this resolution to reflect actual practice and to include the CARA Advisory Board, Human Relations Commission, and Public Safety Commission. See attachment for proposed revisions.

Budget Impact:

None.

Attachments 2

U:\Administrative Services\City Manager's Office\CCouncil\Proposed Revisions to Resolution #4116-mlh.doc

RESOLUTION REGARDING APPOINTMENTS TO CITY BOARDS, COMMISSIONS, AND COMMITTEES AND REPEALING RESOLUTION NO. **4421** ~~4446~~

WHEREAS, ordinances and resolutions of the City of Albany provide for the appointment of citizens to various boards, commissions, and committees by the Mayor **and/or Councilors**, subject to the ratification by the City Council; and

WHEREAS, it is in the best interest of the City of Albany to ensure that membership on the various boards, commissions, and committees is representative of people in the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council adopts the following guidelines and procedures for the appointment of members of the City's boards, commissions, and committees:

A. Unless otherwise specified in the resolution, ordinance, or state law creating/establishing the board, commission, or committee, appointees shall be residents of the city of Albany.

B. ROSTER. A roster of all individuals serving on each board, commission, or committee shall be maintained by the City Manager's **Office**. The roster shall contain the following information about each appointee:

- (1) Name, home address, business address, E-mail address, and home and business telephone numbers.
- (2) Dates of beginning and end of term of the position to which the individuals are appointed. If the appointment was not made coincident to the beginning of the term of office, the date of appointment.
- (3) The number of years of the regular term of the office.
- (4) The number of the ward in which the appointee resides.

The information above, if required to be set forth, shall be listed under the name of the board, commission, or committee. The roster shall indicate the regular meeting dates, the number of the ordinance or statute under which the appointments are made, and a designation of the officers of the organization.

C. REGULAR VACANCIES AND RECRUITMENT. The following process will govern appointments to all vacancies on City boards, commissions, and committees that occur because a member's term of appointment has expired.

(1) No later than November 1 of each year, the City shall:

- a. Identify all of the terms for the various boards, commissions, and committees that will expire and become vacant at the end of the calendar year. The City Manager's ~~Human Resources~~ Office shall notify the **Mayor and** City Council of all expiring terms.
- b. Notify all **current** members of City boards, committees, and commissions whose ~~are filling~~ terms ~~that~~ expire at the end of the calendar year. Unless prohibited by law or Council policy, all members may reapply. ~~Except for the Planning Commission and Budget Committee, notification will be made by the Mayor. In the case of the Planning Commission and the Budget Committee, notification will be made by the Councilor responsible for filling the vacancy.~~

c. Solicit applications through public advertisements and public service announcements from Albany citizens who may be interested in serving on the boards, commissions, and committees. A copy of the boards, commissions, and committees application is attached as **Exhibit A**.

(3) With the exception of the Planning Commission, **CARA Advisory Board, Human Relations Commission, Public Safety Commission**, and Budget Committee, the Mayor shall:

a. Review all applications for appointments to City advisory bodies with the appropriate staff prior to ~~the first City Council meeting in~~ January 1 of the following calendar year.

b. Invite all City Councilors and Councilors-elect to nominate individuals to fill **their respective** vacancies. ~~Councilors should submit their nominations to the Mayor by December 1 of each calendar year.~~

c. Recommend appointments to vacant positions on all City boards, commissions, and committees with the exception of the Planning Commission, **CARA Advisory Board, Human Relations Commission, Public Safety Commission**, and the Budget Committee. If possible, the Mayor and City Council shall propose and confirm all appointments at ~~this~~ **its** first meeting in January, subject to all City ordinances and resolutions governing the various boards, committees, and commissions. However, if the Mayor **and City Council are** ~~is~~ prevented from filling all vacancies, appointments shall be made by the Mayor and confirmed by the City Council at the earliest opportunity.

d. To the extent possible, seek to ensure that the membership of each board, commission, and committee is made up of citizens ~~of~~ **from** each of the city's wards.

D. OTHER VACANCIES





For vacancies that occur on City boards, commissions, and committees for reasons other than an expiring term (e.g., a member resigns or is removed because of absences), with the exception of the Planning Commission, **CARA Advisory Board, Human Relations Commission, Public Safety Commission**, and Budget Committee:

(1) If the vacancy occurs after November 1 of the calendar year, advertisement and solicitation of applications for the vacancy shall be made a part of the "regular vacancy and recruitment" process. In addition, appointments shall be made at the same time as the regular expiring terms.

(2) If the vacancy occurs between ~~January~~ **March** 1 and November 1, the City will solicit applications from interested citizens for at least two weeks, **consider applications submitted during the previous year's recruitment, and/or the respective Councilor can seek her/his nominee.** ~~After the solicitation period,~~ **Via the City Manager's Office**, the Mayor **or applicable City Councilor** will forward her/his appointments to the City Council for confirmation at the earliest opportunity. To the extent possible, the Mayor **or applicable City Councilor** will seek to ensure that the membership of each board, commission, and committee is made up of citizens ~~of~~ **from** each of the City's wards.

E. BUDGET COMMITTEE, **HUMAN RELATIONS COMMISSION, AND PUBLIC SAFETY COMMISSION**

(1) Each City Councilor and the Mayor has a counterpart on the Budget Committee, **Human Relations Commission, and Public Safety Commission.**

- (2) When a vacancy occurs, the **Mayor or** responsible Councilor shall nominate a person to fill that vacancy. Councilors may make, but are not required to make, nomination from their own ward. ~~Budget Committee~~ Nominees must be appointed ~~to the Budget Committee~~ by the majority vote of the City Council. 
- (3) For vacancies that occur because a member's term has expired, the **Mayor or** responsible Councilor will make his/her appointment at the first regular City Council meeting in January, if possible, or at the earliest subsequent opportunity. 
- (4) For vacancies that occur for other reasons (such as resignation), the **Mayor or** responsible Councilor shall nominate a person to fill the vacancy at the earliest possible time. 
- (5) Members of the Budget Committee, **Human Relations Commission, and Public Safety Commission** must be residents of the city of Albany. 

F. PLANNING COMMISSION

- (1) Each Councilor has one counterpart on the Planning Commission. Additionally, the Mayor will nominate three members of the Planning Commission. The members appointed by the Mayor will have staggered terms.
- (2) When a vacancy occurs, the responsible Councilor shall nominate a person to fill that vacancy. Councilors must make the nomination from their own ward. The Mayor's nominees shall be at-large.
- (3) Planning Commission nominees must be appointed by majority vote of the City Council.
- (4) For regular vacancies that occur because a member's term has expired, the appropriate Councilor or the Mayor will nominate a person to fill each vacancy at the first regular City Council meeting in January, if possible, or at the earliest subsequent opportunity.
- (5) For vacancies that occur for other reasons (such as resignation), the responsible Councilor or the Mayor shall nominate a person to fill the vacancy at the earliest possible time.
- (6) Members of the Planning Commission must be residents of the city of Albany.
- (6) No more than four members of the Planning Commission shall be from any single ward of the city.


G. CARA ADVISORY BOARD

- (1) See **CARA Agency Resolution No. 2002.** 

H. LIMITATIONS TO SERVICE

- (1) No person shall serve simultaneously on more than one of the following: Planning Commission, Budget Committee, Parks & Recreation Commission, or Library Board.

I. NOTIFICATION OF NOMINATIONS

- (1) Absent an emergency, nominations shall be distributed to Council members at least ~~4~~ **5** days prior to the meeting at which the appointment is proposed for ratification. 

BE IT FURTHER RESOLVED that the City Council policies governing the Planning Commission and the Budget Committee established by Council motion on January 10, 1979; January 10, 1980; and August 9, 1995, are hereby repealed; and

BE IT FURTHER RESOLVED that Resolution Number **4421** ~~4416~~ is hereby repealed.

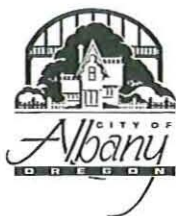


DATED AND EFFECTIVE THIS _____ DAY OF _____ 2008.

Mayor

ATTEST:

City Clerk



BOARD, COMMISSION, AND COMMITTEE APPLICATION

EXHIBIT A

(Please print legibly or type)

CITY HALL
33 Broadalbin Street SW
P.O. Box 490
Albany, OR 97321-0144
www.cityofalbany.net

(541) 917-7500

Board, Commission, and/or Committee Preference:

(List all that apply)

Name: _____ Preferred First Name: _____

Residential Information:			
Home Address:	_____	Phone:	_____
	_____	Cellular:	_____
	_____		<i>(Optional)</i>
E-mail:	_____	Fax:	_____
	_____		<i>(Optional)</i>

Employment Information:			
Employer's Name:	_____	Phone:	_____
Work Address:	_____	Cellular:	_____
	_____		<i>(Optional)</i>
E-mail:	_____	Fax:	_____
	_____		<i>(Optional)</i>

Please provide information as requested below to describe your qualifications to serve on this City of Albany Board, Commission, or Committee. Feel free to provide additional information that you may wish to share with the City.

- List current or most recent occupation, business, trade, or profession: _____

<p><i>For City use only:</i> Ward: I II III or Lives Outside City Limits <i>(Circle One)</i></p> <p>If lives outside city limits, does applicant meet special definition for the specific b/c/c for which applying?</p> <p>Yes No If yes, how? _____</p>
--

OVER



BOARD, COMMISSION, AND COMMITTEE APPLICATION FORM

Page 2

- List community/civic activities. Indicate activities in which you are or have been active: _____

- Indicate why you are interested in serving on this board or commission and what other qualifications apply to this position.

- What contributions do you hope to make? _____

Signature of Applicant

Date

SUPPLEMENTAL FORM



for

BOARD/COMMISSION/COMMITTEE MEMBERS

Member's Name _____

Board/Commission/Committee Name _____

Sometimes, the City receives requests for contact information for members serving on City boards, commissions, and committees. Under Oregon law, as a public body volunteer serving the City, your addresses and telephone numbers are generally exempt from public disclosure.

To help City staff members, could you please check "yes," "no," or "not applicable" below as to whether or not you authorize this information being available to the public:

Home Address	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Home Telephone Number	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Home Fax Number	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Personal Cellular/Pager Number	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Home E-mail Address	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Work Address	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Work Telephone Number	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Work Fax Number	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Work Cellular/Pager Number	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Work E-mail Address	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable

Generally, only information for which you have checked "yes" will be released. If you have chosen "no" to all and a citizen wants to communicate with you, the City will suggest that s/he either:

- send a letter to you c/o the liaison City department, P.O. Box 490, Albany, OR 97321; then that department will forward it to you; or
- leave a phone message or E-mail message with the applicable staff liaison who will then give the message to you.

Signature _____

Date _____

RESOLUTION NO. 4421

RESOLUTION REGARDING APPOINTMENTS TO CITY BOARDS, COMMISSIONS, AND COMMITTEES AND REPEALING RESOLUTION NO. 4116

WHEREAS, ordinances and resolutions of the City of Albany provide for the appointment of citizens to various boards, commissions, and committees by the Mayor, subject to the ratification by the City Council; and

WHEREAS, it is in the best interest of the City of Albany to ensure that membership on the various boards, commissions, and committees is representative of people in the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council adopts the following guidelines and procedures for the appointment of members of the City's boards, commissions, and committees:

A. ROSTER. A roster of all individuals serving on each board, commission, or committee shall be maintained by the City Manager. The roster shall contain the following information about each appointee:

- (1) Name, home address, business address, E-mail address, and home and business telephone numbers.
- (2) Dates of beginning and end of term of the position to which the individuals are appointed. If the appointment was not made coincident to the beginning of the term of office, the date of appointment.
- (3) The number of years of the regular term of the office.
- (4) The number of the ward in which the appointee resides.

The information above, if required to be set forth, shall be listed under the name of the board, commission, or committee. The roster shall indicate the regular meeting dates, the number of the ordinance or statute under which the appointments are made, and a designation of the officers of the organization.

B. REGULAR VACANCIES AND RECRUITMENT. The following process will govern appointments to all vacancies on City boards, commissions, and committees that occur because a member's term of appointment has expired.

- (1) No later than November 1 of each year, the City shall:
 - a. Identify all of the terms for the various boards, commissions, and committees that will expire and become vacant at the end of the calendar year. The City Manager/Human Resources Office shall notify the City Council of all expiring terms.
 - b. Notify all members of City boards, committees, and commissions who are filling terms that expire at the end of the calendar year. Unless prohibited by law or Council policy, all members may reapply. Except for the Planning Commission and Budget Committee, notification will be made by the Mayor. In the case of the Planning Commission and the Budget Committee, notification will be made by the Councilor responsible for filling the vacancy.
 - c. Solicit applications (through public advertisements and public service announcements) from Albany citizens who may be interested in serving on the boards, commissions, and committees. A copy of the boards, commissions, and committees application is attached.

- (2) With the exception of the Planning Commission and Budget Committee, the Mayor shall:
- a. Review all applications for appointments to City advisory bodies with the appropriate staff prior to the first City Council meeting in January of the following calendar year.
 - b. Invite all City Councilors and Councilors-elect to nominate individuals to fill vacancies. Councilors should submit their nominations to the Mayor by December 1 of each calendar year.
 - c. Recommend appointments to vacant positions on all City boards, commissions, and committees with the exception of the Planning Commission and the Budget Committee. If possible, the Mayor and City Council shall propose and confirm all appointments at this first meeting in January, subject to all City ordinances and resolutions governing the various boards, committees, and commissions. However, if the Mayor is prevented from filling all vacancies, appointments shall be made by the Mayor and confirmed by the City Council at the earliest opportunity.
 - d. To the extent possible, seek to ensure that the membership of each board, commission, and committee is made up of citizens of each of the city's wards.

C. OTHER VACANCIES

For vacancies that occur on City boards, commissions, and committees for reasons other than an expiring term (e.g., a member resigns or is removed because of absences), with the exception of the Planning Commission and Budget Committee:

- (1) If the vacancy occurs after November 1 of the calendar year, advertisement and solicitation of applications for the vacancy shall be made a part of the "regular vacancy and recruitment" process. In addition, appointments shall be made at the same time as the regular, expiring terms.
- (2) If the vacancy occurs between January 1 and November 1, the City will solicit applications from interested citizens for at least two weeks. After the solicitation period, the Mayor will forward her/his appointments to the City Council for confirmation at the earliest opportunity. To the extent possible, the Mayor will seek to ensure that the membership of each board, commission, and committee is made up of citizens of each of the City's wards.

D. BUDGET COMMITTEE

- (1) Each City Councilor and the Mayor has a counterpart on the Budget Committee.
- (2) When a vacancy occurs, the responsible Councilor shall nominate a person to fill that vacancy. Councilors may make, but are not required to make, nomination from their own ward. Budget Committee nominees must be appointed to the Budget Committee by the majority vote of the City Council.
- (3) For vacancies that occur because a member's term has expired, the responsible Councilor will make his/her appointment at the first regular City Council meeting in January, if possible, or at the earliest subsequent opportunity.
- (4) For vacancies that occur for other reasons (such as resignation), the responsible Councilor shall nominate a person to fill the vacancy at the earliest possible time.
- (5) Members of the Budget Committee must be residents of the city of Albany.

E. PLANNING COMMISSION

- (1) Each Councilor has one counterpart on the Planning Commission. Additionally, the Mayor will nominate three members of the Planning Commission. The members appointed by the Mayor will have staggered terms.
- (2) When a vacancy occurs, the responsible Councilor shall nominate a person to fill that vacancy. Councilors must make the nomination from their own ward. The Mayor's nominees shall be at-large.
- (3) Planning Commission nominees must be appointed by majority vote of the City Council.
- (4) For regular vacancies that occur because a member's term has expired, the appropriate Councilor or the Mayor will nominate a person to fill each vacancy at the first regular City Council meeting in January, if possible, or at the earliest subsequent opportunity.
- (5) For vacancies that occur for other reasons (such as resignation), the responsible Councilor or the Mayor shall nominate a person to fill the vacancy at the earliest possible time.
- (6) Members of the Planning Commission must be residents of the city of Albany.
- (7) No more than four members of the Planning Commission shall be from any single ward of the city.

F. LIMITATIONS TO SERVICE

- (1) No person shall serve simultaneously on more than one of the following: Planning Commission, Budget Committee, Parks & Recreation Commission, or Library Board.

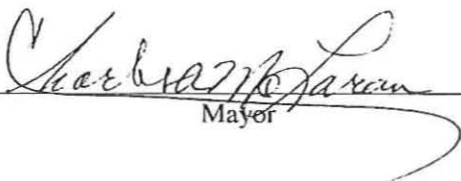
G. NOTIFICATION OF NOMINATIONS

- (1) Absent an emergency, nominations shall be distributed to Council members at least 14 days prior to the meeting at which the appointment is proposed for ratification.

BE IT FURTHER RESOLVED that Resolution Number 4116 is hereby repealed; and

BE IT FURTHER RESOLVED that the City Council policies governing the Planning Commission and the Budget Committee established by Council motion on January 10, 1979; January 10, 1980; and August 9, 1995, are hereby repealed.

DATED this 9th day of May 2001.


Mayor

ATTEST:


City Clerk



TO: Albany City Council

VIA: Wes Hare, City Manager
Diane Taniguchi-Dennis, P.E., Public Works Director *Diane Dennis*

FROM: Mike Wolski, Assistant PW Director/Operations Manager

DATE: September 16, 2008, for the September 22, 2008, City Council Work Session

SUBJECT: Oregon Water/Wastewater Agency Response Network (ORWARN)

RELATES TO STRATEGIC PLAN THEME: • A Safe City

Action Requested:

Staff recommends City Council authorize the Public Works Director to enter into the attached Mutual Aid and Assistance Agreement for water and wastewater utilities.

Discussion:

With events such as Hurricane Katrina, many associations representing Water and Wastewater utilities throughout the United States recognized the need to create utility specific response networks. Such networks can provide mutual aid and other assistance to members with or without a disaster declaration or other involvement by state and federal resources.

In February 2006 several of these associations came together and signed a Mutual Aid Joint Policy Statement to develop resource networks in every state. These networks are patterned after a system that has existed in California since 1992 (CalWARN). Water/Wastewater Agency Response Networks (WARNs) were subsequently established in Florida, Louisiana, and Texas.

In May 2006 representatives of several Oregon utilities attended a presentation on WARN in Oakland, California. From that point momentum built in Oregon to establish a WARN system.

A steering committee was established in August 2006. Approximately 20 participants worked to create ORWARN. The work completed by the committee included the development of an Oregon mutual aid agreement, an outreach work plan and associated materials, a website for members to provide their resource and contact information, and procedures for asking for and receiving assistance from other members.

Throughout the process, regulators and emergency response organizations were represented at the table, which included the Oregon DHS Drinking Water Program, Oregon Department of Environmental Quality (DEQ), the US Environmental Protection Agency (EPA), and Oregon Emergency Management (OEM).

Budget Impact:

None. There is no fee to belong to this organization. If the City of Albany requests mutual aid and assistance under this agreement, it is subject to cost reimbursement provisions under Article VI for the responding member. Albany would likewise receive reimbursement should it provide responders.

MW:kw
Attachment

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

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

AGREEMENT

This Agreement is entered into by the Members and Associate Members, that have, by executing this Agreement, manifested their intent to enter into a Mutual Aid and Assistance Program. A list of all Members and Associate Members is attached as Exhibit A and shall be revised when a new Member or Associate Member is added to this Agreement.

**ARTICLE I.
PURPOSE**

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

**ARTICLE II.
DEFINITIONS**

A. Associate Member Any municipal corporation, quasi-municipal corporation, service district, political subdivision or private utility company which has less than 1000 service connections that participates in the Mutual Aid and Assistance Program by executing this Agreement.

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

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

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

E. Member Any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company that has a minimum of 1000 service connections that participates in the Mutual Aid and Assistance Program by executing this Agreement. If any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company has separate water and wastewater operations, each one, if contracting separately, shall be deemed to be a Member for purposes of this Agreement if it has a minimum of 1000 service connections.

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

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

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

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

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

ARTICLE III. ADMINISTRATION

A. A Governing Board shall be established to organize and maintain the Mutual Aid and Assistance Program. The Governing Board shall be elected by ballot by a majority vote of the Members of this Agreement. Each Member shall have one vote. Only Members shall be eligible to serve on the Governing Board.

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

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

ARTICLE IV. REQUESTS FOR ASSISTANCE

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

In the event of an Emergency, a Member's or Associate Member's Authorized Official may request mutual aid and assistance from a participating Member or Associate Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be provided in writing as soon as practicable. Requests for assistance shall

be directed to the Authorized Official of the participating Member or Associate Member. The Governing Board shall develop specific protocols for requesting aid in bylaws, as amended from time to time.

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

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

ARTICLE V. RESPONDING MEMBER PERSONNEL

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

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

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

Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

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

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

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

ARTICLE VI COST REIMBURSEMENT

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

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

C. Costs of Equipment: The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance,

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

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

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

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

ARTICLE VII. DISPUTES

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

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

Step Two: If the dispute cannot be resolved within fifteen (15) business days at Step One, the disputing Members and/or Associate Members shall submit the matter to mediation. The disputing Members and/or Associate Members shall attempt to agree on a mediator. If they cannot agree, the disputing Members and/or Associate Members shall request a list of five (5) mediators from an entity or firm providing mediation services. The disputing Members and/or Associate Members will mutually agree on a mediator from the list provided. If the disputing Members and/or Associate Members cannot mutually agree upon a mediator, the disputing Members and/or Associate Members shall alternatively strike one name from the list until one mediator remains. The remaining mediator shall be the mediator for the dispute. Any

common costs of mediation shall be borne equally by the disputing Members and/or Associate Members who shall each bear their own costs and fees. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Authorized Official and ratified by their respective governing bodies, if necessary.

Step Three: If the disputing Members and/or Associate Members are unsuccessful at Steps One and Two, the dispute shall be resolved by a State of Oregon court of competent jurisdiction. Venue shall be in the jurisdiction of the Responding Member, subject to statutory limitations.

ARTICLE VIII.
DUTY OF REQUESTING MEMBERS AND ASSOCIATE MEMBERS TO INDEMNIFY

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

ARTICLE IX.
SIGNATORY INDEMNIFICATION

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

ARTICLE X.
WORKER'S COMPENSATION CLAIMS

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

ARTICLE XI.
NOTICE

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

ARTICLE XII.
INSURANCE

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

ARTICLE XIII
CONFIDENTIAL INFORMATION

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

ARTICLE XIV.
EFFECTIVE DATE AND PROCESS TO ADD NEW MEMBERS

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

ARTICLE XV.
TERM

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

ARTICLE XVI.
WITHDRAWAL

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

ARTICLE XVII.
MODIFICATION

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

ARTICLE XVIII.
NO THIRD PARTY BENEFICIARIES

The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right,

whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

ARTICLE XIX.
WAIVER

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

ARTICLE XX.
SEVERABILITY

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

ARTICLE XXI.
EXECUTION IN COUNTERPARTS

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

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

MEMBER OR ASSOCIATE MEMBER

APPROVED AS TO FORM:

By: _____

Date: _____

Title: _____

Print Name _____

ORWARN ACKNOWLEDGMENT

By: _____

Date: _____

Title: _____

Print Name _____