

Memorandum of Understanding

This Memorandum of Understanding (MOU) is to document and provide a mechanism for the City of Wheeler and the Emergency Volunteer Corps of Nehalem Bay to collaborate for the purpose of preparing for, and responding to, the safety of residents and visitors in the event of a natural or man-made disaster.

WHEREAS, the City of Wheeler supports the goal of preparing for the safety of residents and visitors following a natural or man-made disaster, and

WHEREAS, the City of Wheeler has identified goals associated with identifying and structuring its relationship with Emergency Volunteer Corps of Nehalem Bay (EVCNB) and

WHEREAS, the mission of the Emergency Volunteer Corps of Nehalem Bay (hereafter referred to as EVCNB) is to teach and encourage personal preparedness; demonstrate, promote and measure community emergency preparedness; support our region with technical expertise focused on evaluation of best practices for community resilience; actively support our community's emergency responders; and

WHEREAS, the EVCNB supports preparedness and community resilience in collaboration with governments and other local agencies and organizations in the Nehalem Bay region and offers leadership, knowledge, and expertise; training and education for residents; and assistance in planning for a regional community emergency response, and

WHEREAS, the City of Wheeler recognizes the value of EVCNB's mission because the mission directly benefits City of Wheeler and its mission,

WHEREAS, it is the shared goal of the City of Wheeler and EVCNB to collaborate.

BE IT HEREBY RESOLVED that the City of Wheeler enters into an agreement with EVCNB to:

- Provide use of its facility for meetings on a space available basis
- Contribute funding to EVCNB to support EVCNB's mission and provide other support services to City of Wheeler
- Provide, upon activation, Volunteer Insurance Coverage, which includes General Liability and Accident Medical, and provide EVCNB with a Certificate of Liability Insurance annually and with any changes.

BE IT HEREBY RESOLVED that during an emergency:

- *The City may request the activation of EVCNB volunteers to help the City in their emergency response. When activated, the City agrees that all EVCNB volunteers will fall under the City's direction and responsibility. The volunteers will follow the Incident Command System structure during a declared emergency.*

- *When activated, the City agrees to provide either worker's compensation or Accidental Medical Coverage that satisfies Oregon law AND liability coverage to activated response volunteers while they are acting in the course and scope of their duties for the City as the commanding agency during an Emergency.*
 - *The Medical Reserve Corps (MRC) ALSO has an additional layer of "Professional Liability" covered by an entity such as the Tillamook County Community Health Center (TCCHC)."*
- *The City will, upon request by the EVCNB, share the appropriate insurance coverage language in its insurance policies with EVCNB.*
- *The City will inform EVCNB of required Activation procedures or protocols.*
- *Insurance Coverages:*
 - *Liability and Worker's Comp or other Accident Medical protections for the volunteer Changes Hands to the Activating Entity the moment volunteers are activated.*
 - *The Volunteer MUST Sign In and Sign-Out.*
 - *Liability coverage follows the Activated Volunteer on Assignment wherever they deploy.*

BE IT HEREBY RESOLVED that the EVCNB agrees to provide the following:

METHODS of Cooperation

- On-going communication will continue between the Wheeler Contact and the EVCNB leadership
- Each organization will explore joint training courses, exercises, drills, and other cooperative efforts, such as regional disaster preparedness planning
- The City of Wheeler may request assistance on projects and/or EVCNB may provide proof of concept of a variety of disaster response/mitigation efforts as requested by the City of Wheeler
- Annually, or as requested, the City of Wheeler and EVCNB will review priorities for emergency preparedness for the purpose of setting specific objectives based upon the capacity of both entities
- During disaster situations, the EVCNB will support City of Wheeler efforts to the extent possible and will report under the City of Wheeler direction and responsibility after having been activated by an authorized City of Wheeler representative.

TERMS of the Memorandum of Understanding

This MOU is effective from the date that the parties fully execute and sign the agreement until December 30, 2024. Each party will meet three (3) months prior to expiration to review the progress and success of the cooperative effort. Annual financial contributions and insurance coverage, as approved in the City of Wheeler budget, will be issued after the annual renewal of this agreement. The parties may extend this MOU for additional periods by amendment. The

MOU may be terminated by written notification from either party to the other at any time for any reason.

THIS MEMORANDUM OF UNDERSTANDING IS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WHEELER AND THE BOARD OF DIRECTORS OF THE EMERGENCY VOLUNTEER CORPS ON NEHALEM BAY ON THE DATE SPECIFIED BELOW.

CITY OF WHEELER

EMERGENCY VOLUNTEER CORPS OF NEHALEM BAY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____