

**MEMORANDUM OF UNDERSTANDING**  
**OREGON DEPARTMENT OF FORESTRY**  
**INCIDENT MANAGEMENT TEAM SHADOW PROGRAM**

**PARTICIPANTS**

THIS Memorandum of Understanding ("MOU") is executed by the Oregon Department of Forestry ("ODF") and the City of Portland, Oregon by and through its Portland Office of Emergency Management ("CITY"), pursuant to Authority granted in Oregon Revised Statutes (ORS) Chapters 190 and Title 44, 477 – 526 which allows for an MOU between government agencies. In this MOU, ODF and CITY are "Parties" and each individually as a "Party."

**PURPOSE**

The purpose of this MOU is to describe ODF's forest fire Incident Management Team "shadow" program, outline the process for City of Portland personnel to participate in the program, and define ODF and City of Portland's commitments and understandings related to program management.

**RECITALS**

1. ODF regularly deploys Incident Management Teams to forest fire incidents in Oregon; and
2. ODF's Incident Management Teams ("IMT") consist of highly trained and experienced personnel that can fill Incident Command System ("ICS") command and general staff positions at forest fire incidents; and
3. City of Portland qualified bureau members will not fight the fires being fought under the command of the ODF but will shadow or observe ODF personnel and gain knowledge of how to address any disaster through the use of the incident command system; and
4. ODF sees value in allowing City of Portland personnel to shadow and learn from the ODF Incident Management Teams at forest fire incidents and has established a "shadow" program for this purpose; and
5. The ODF shadow program permits City of Portland personnel who have been trained to at least the ICS 200 level and have current incident management responsibilities to shadow the ODF IMT for a period of up to five days; and
6. The City of Portland sees value in allowing appropriate staff to shadow and learn from ODF Incident Management Teams to increase their knowledge and understanding of ICS practices and structure; and

7. ODF and the City of Portland agree that it is mutually beneficial to enter into an MOU to outline the manner in which personnel from participating bureaus shadow and learn from the ODF Incident Management Teams at forest fire incidents; and
8. The participating agencies understand that a Memorandum of Understanding is a non-binding agreement and that ODF will not require assistance or depend on assistance from the City of Portland.

Now, therefore, the parties hereby agree as follows:

### **ODF COMMITMENTS AND UNDERSTANDINGS**

1. ODF will notify Washington County Emergency Management, as the primary point of contact identified by the City of Portland, whenever ODF determines that a forest fire incident provides a shadow opportunity, and ODF will determine the number of and identify the specific ICS positions available for shadowing.
2. ODF will seek to provide a work environment where City of Portland personnel can learn and benefit from exposure to ICS operations.
3. ODF will provide food and hydration for City of Portland personnel assigned to shadow positions on the same schedule as meals are provided for ODF's employees.
4. ODF will loan personal protective clothing (i.e., Nomex) to any City of Portland personnel transported by helicopter or exposed to fire line operations while assigned to a shadow position. On a general basis Incident Management Shadow Team members will not need protective clothing as their work environment will be outside of the fire line.
5. ODF will provide transportation within the incident scene to any City of Portland personnel while assigned to a shadow position.

### **OBLIGATIONS OF THE CITY OF PORTLAND THROUGH ITS OFFICE OF EMERGENCY MANAGEMENT**

1. City of Portland will designate a primary point of contact to facilitate shadow program activities on its behalf, receive mobilization notices from the regional participating agency's contact (Washington County Emergency Manager) and coordinate efforts to fill shadow positions.
2. City of Portland participating bureaus understand the following with regard to personnel identified by them for shadow assignments:
  - A. Participating bureau personnel must have been trained to at least the ICS 200 level, have completed additional training and/or experience related to the position to be shadowed, and have a current Incident Command System responsibility at

any of Portland's Bureau Emergency Operations Centers or the City Emergency Coordination Center.

- B. Participating bureau personnel will be expected to shadow and learn from ODF personnel about an assigned incident command system position for the minimum of eight hours per day for a period of up to five days in the capacity assigned; and according to City bureau policies.
- C. Participating City of Portland personnel will live in a fire camp environment and are responsible for providing their own tent, bedding and personal hygiene supplies;
- D. Transportation for City of Portland personnel to and from the incident scene, as well as lodging en route, is the responsibility of the CITY;
- E. City of Portland personnel will remain employees of their respective bureaus and be subject to their bureaus pay, discipline, and other personnel policies. City of Portland personnel will not be employees of ODF, and neither the bureau personnel nor the City of Portland will receive compensation from ODF.
- F. City of Portland personnel will be responsible for returning any loaned equipment. If loaned equipment is not returned, the City of Portland will be responsible for reimbursing ODF for the cost of the equipment.

#### OTHER PROVISIONS

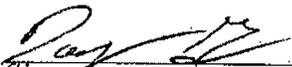
1. This MOU may be terminated at any time by written notice by ODF or the City This MOU shall be in continuous effect from its effective date until terminated pursuant to this paragraph.
2. This MOU will be reviewed every five years beginning the date of initial adoption by ODF and the City. Such review will be initiated by ODF.
3. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, ODF shall defend, indemnify, and hold harmless the participating agencies and their officers, agents and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising from the acts or omissions of ODF, its officers, employees or agents acting within the scope of their employment and duties in performance of this MOU.
4. Likewise, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 10, the participating bureaus and or offices of the City of Portland shall defend, indemnify, and hold harmless ODF, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever arising

from the acts or omissions of the participating agencies, their officers, agents, or employees acting within the scope of their employment and duties in performance of this MOU.

- 5. Nothing in this agreement shall be deemed to limit the right of any party to make a claim against another party for damages or injuries incurred by one party as a result of the actions of the other party's officers, agents, and employees.
- 6. Each party shall give the other immediate written notice in the event of any action or suit filed or any claim made that is in any way related to this MOU.
- 7. Each party shall be solely liable for its employees' workers' compensation claims, regardless of which party is exercising supervision and control when the claim arises.
- 8. No amendment of this MOU shall be effective unless in writing and signed by both Parties.
- 9. This is the entire agreement between the City and ODF.

IN WITNESS WHEREOF, ODF and the City have executed this Memorandum of Understanding, which shall be effective for each as of the date signed by both ODF and the City.

STATE OF OREGON  
Department of Forestry  
Fire Operations Manager

 7/27/10  
Signature Date

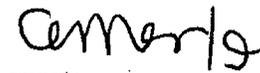
City of Portland Mayor

\_\_\_\_\_  
Signature Date

City of Portland Auditor

\_\_\_\_\_  
Signature Date

City of Portland  
Office of Emergency Management  
Director

 7.30.10  
Signature Date

City of Portland Attorney

 7.30.10  
Signature Date

Approved as to Form