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# **SA 3:** Debris Management

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### SA 3 Tasked Agencies

<b>Primary County Agency</b>	Health, Housing, and Human Services (H3S) (Behavioral Health Division)
<b>Supporting County Agencies</b>	Clackamas County Disaster Management (CCDM) Clackamas County Disaster Management (Medical Examiner) Public and Government Relations Sheriff's Office Department of Transportation and Development
<b>Community Partners</b>	American Red Cross Fire Defense Board Cascadia Behavioral Health Lifeworks NW Morrison Child and Family Services Northwest Family Services Lifestance Health
<b>State Agency</b>	Oregon Department of Human Resources/Mental Health & Developmental Disabilities Services Division
<b>Federal Agency</b>	Department of Health and Human Services

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# 1 Purpose and Scope

This Disaster Debris Management Plan, hereafter referred to as the “Debris Plan”, provides guidance on key topics necessary for a successful disaster debris removal operation in Clackamas County, Oregon. Disasters may be natural (such as a flood) or human-caused (such as an act of terrorism) and have the potential for causing extensive damage to public and private property. A planned debris removal and recovery process is essential for quickly opening major transportation arteries, providing access to critical facilities, removing debris-related threats to public health and safety and to promote incident stabilization.

The Debris Plan describes the County’s role in the management of disaster-related debris and general approach to debris monitoring, clearance and removal. The Debris Plan also covers how debris-impacted municipal corporations, including cities, School Districts, Special Districts, and County Service Districts in Clackamas County can partner with the county for debris management, monitoring and removal assistance. The Debris Plan also briefly describes how regional resources will be integrated into the response and recovery process. The Debris Plan is supported by current and relevant references and annexes (TABS).

# 2 Plan Administration

The Debris Plan is a Support Annex to the Clackamas County Emergency Operations Plan (EOP) and was developed with input provided by the following departments:

- Code Enforcement
- Disaster Management
- Finance
- Office of County Counsel
- Public and Governmental Affairs
- Department of Transportation and Development (DTD) – Maintenance.
- Department of Transportation and Development – Sustainability and Solid Waste

The Debris Plan will be maintained by the office of Sustainability and Solid Waste and updated annually or as conditions warrant. A comprehensive review and update will be performed on a 5-year cycle. Sustainability and Solid Waste is also the primary point of contact for the Debris Plan. A hard copy of the Debris Plan shall be kept in both Sustainability and Solid Waste and Disaster Management. An electronic copy shall be stored on the shared drive for Debris Management at [\\lion\DebrisMgmtShare\\$\County Debris Plan](#).

# 3 Situation and Assumptions



Clackamas County, Oregon exists in a region of the U.S. that faces substantial vulnerabilities, both to natural and human-caused hazards. Natural hazards capable of generating debris include earthquakes, floods, landslides, fire conflagrations, tornadoes, windstorms, ice storms, and volcanic events. Debris includes, but is not limited to, vegetation, construction and demolition materials, volcanic ash, sand, mud, silt, gravel, rocks, boulders, major appliances, and vehicle and vessel wreckage. Human-caused hazards capable of generating debris include acts of terrorism, oil and hazardous materials spills and debris contaminated with chemical, biological, radiological and explosive materials. Human-caused debris may also include structural failures. This

combination of hazards suggests that large-scale disasters are possible and may result in widespread impacts. Table 1 provides a rough approximation of the debris volumes Clackamas County could expect for selected debris events. A thorough discussion of natural hazards in Clackamas County may be found in the Clackamas County Natural Hazards Mitigation Plan (2019).

From a debris-generating perspective, it is widely believed that the highest risk is posed by a Cascadia Subduction Zone (“CSZ”) earthquake. The CSZ is an off-shore seismically active subduction-type fault zone capable of generating massive magnitude 9.0 or greater earthquakes. An earthquake of this magnitude would cause catastrophic impacts and generate enormous quantities of debris from damaged buildings over a widespread area. Smaller fault zones local to Clackamas County are also capable of generating earthquakes with violent ground motion and large quantities of debris. Following any large earthquake landslide debris can be expected. According to the Clackamas County Natural Hazards Mitigation Plan approximately 45% of the county has high or very high landslide susceptibility exposure. Clackamas County also has areas of open waterways including natural and engineered channels. A large earthquake may cause levee failures, channel blockages and other conditions that would threaten public health and safety without prompt attention. For these reasons Clackamas County needs to be prepared in advance for large-scale debris removal.

Event	Forecasted Debris Volume
Cascadia Earthquake	6,684,000-8,368,000 CY <sup>1</sup>
Windstorm	468,776 CY – 1,875,102 CY <sup>2</sup>
Winter Ice Storm	1,083,940 CY <sup>3</sup>
Major Flood	477,458-1,026,428 CY <sup>2</sup>
Large Landslide	1,000,000+ CY <sup>3</sup>
Fire Conflagration	20,000 CY <sup>4</sup>
Volcanic Event (ash)	1,000,000+ CY <sup>5</sup>

<sup>1</sup> Cascadia Subduction Zone Magnitude 9 Earthquake scenario for “Dry” and “Wet” conditions (DOGAMI 2018). C&D values were converted from Tons to Cubic Yards (4 CY C&D = 1 Ton C&D). DOGAMI estimate only considers building debris. <sup>2</sup> Wind storm debris forecasts were prepared using the US Army Corps of Engineers Hurricane Debris Forecast Model. This resulted in a forecast of 468,776 CY for wind speeds 74-95 mph, and 1,875,102 CY for wind speeds of 96-110 mph. <sup>3</sup> Forecast is based on total county road miles and average debris volumes from ice storms in other communities with average ice thickness of one inch.

<sup>2</sup> Flood debris (C&D) resulting for both a 100-year and 500-year flood recurrence interval.

<sup>3</sup> Large landslides and/or multiple smaller landslides may occur following a large earthquake or heavy rain event. Their occurrence does not readily allow generation of a forecasted debris volume.

<sup>4</sup> Assumes 100-residences lost and each residence generating 200 CY of Construction & Demolition Debris (C&D). Does not include removal of burnt trees which may be a large component of debris-related recovery.

<sup>5</sup> Given the large urbanized areas of Clackamas County the volume of volcanic ash required for removal following a volcanic event could exceed 1MCY. One inch of volcanic ash spread over 1 square mile would produce 86,044 CY of debris.

# 4 Organization and Responsibilities



## 4.1 Clackamas County, Oregon

Clackamas County, Oregon carries out several important tasks following a disaster involving debris. The first task is to ensure critical routes remain open by performing debris clearance. The second task is to remove and dispose of debris from the County Right of Way (ROW). The third task is debris monitoring and performed concurrently with debris clearance and debris removal to maintain federal grant eligibility.

## 4.2 Debris Management Team

Clackamas County has established a Debris Management Team to ensure plans, procedures and contracts are in place prior to an event. **TAB 1** provides ***Debris Management Team - Key Contact Information***. The Debris Management Team is co-chaired by the Manager, Sustainability and Solid Waste and the Director, Disaster Management. The Debris Management Team meets monthly or as necessary to ensure a high level of preparedness. Members of the Debris Management Team are comprised of individuals from the Department of Transportation and Development; Disaster Management; Office of County Counsel; Finance and Public Information. Members of the Debris Management Team may also be called upon to lead response and recovery actions during actual debris disasters. **TAB 2, *Debris Management Team - Key Tasks*** identifies management tasks to be completed following a debris event and is provided as an aid to organizing the initial response.

## 4.3 Local, State and Federal Partners

Successful debris operations are performed in cooperation with local, state and federal partners. For any given event the role and composition of partners may change. The following lists primary local, state and federal partners and their specific contribution to Clackamas County debris management.

### 4.3.1 Local Partners

**Clackamas County Municipalities and Special Districts:** Clackamas County has 16 municipalities and 43 special districts including schools, fire service, water, water control, cemetery, roads, recreation and sanitation. Each of these municipalities and special districts may be impacted by debris. Should municipalities and/or special districts request assistance from

Clackamas County for debris clearance, debris removal and disposal and debris monitoring they may do so by entering into an Interagency Governmental Agreement (IGA) with the county. **TAB 3 - Intergovernmental Agreement** provides a sample IGA for debris clearance, debris removal and disposal and debris monitoring. Costs for municipal and/or special district debris clearance, debris removal and disposal and debris monitoring will be paid for by the requesting entity in accordance with the terms and conditions of the IGA. FEMA Grant reimbursement may be pursued directly by the municipalities and special districts.

**METRO:** METRO is an elected regional government in the Portland, Oregon region and among other duties oversees the region's solid waste system. METRO works with local communities and industry partners to reduce waste while managing garbage, recycling and composting in a safe, healthy and costeffective manner. METRO owns and operates two garbage and recycling stations and hazardous waste facilities. METRO serves 24 cities and three counties (including some of Clackamas County) METRO maintains a database of reuse, recycle and disposal facilities. Following a disaster and if requested METRO may provide support to local government for debris removal, reduction, recycling and disposal.

### 4.3.2 State Partners

**Oregon Emergency Management (OEM):** OEM is responsible for state-level disaster response operations as well and the conduit for federal response integration. The Oregon Emergency Coordination Center (ECC) is the single point of contact for integrated state response to a major emergency or disaster. When activated, the ECC is considered an operational extension of the Governor's Office. During a debris event, OEM is responsible for coordinating and facilitating response and recovery activities with state and local government.

**Oregon Department of Environmental Quality (DEQ):** DEQ's Solid Waste Program staff support the removal and disposal of disaster-related debris. Key actions include approving use of temporary sites to manage debris and other wastes; communicating with the public and providing technical assistance.

DEQ may also coordinate the removal of household hazardous and toxic waste in cooperation with EPA.

**Oregon Department of Transportation (ODOT):** ODOT is the primary state agency for Emergency Support Function #3 (ESF3) (Public Works and Engineering) responsible for coordinating disaster debris response and management. ODOT establishes and chairs the Oregon Debris Management Task Force (DMTF). Following the catastrophic September 2020 fires ODOT managed debris removal on behalf of local governments through intergovernmental Agreements (IGA's). Normally ODOT is responsible for state-maintained roads and local governments are responsible for debris removal within their respective jurisdictions.

**Oregon National Guard (ONG):** Following a debris-generating disaster the ONG is often called up to assist local government in emergency roadway clearance. The ONG may also perform aerial surveillance of the disaster area to provide situational awareness.

### 4.3.3 Federal Partners

**Federal Emergency Management Agency- Region 10 (FEMA):** Under the Stafford Act, FEMA is the lead federal agency responsible for supporting local and state disaster debris management operations. FEMA may reimburse local government for debris clearance and removal expenses at 75% cost share or higher depending on the event. Eligibility for Stafford Act grants is contingent on local government following FEMA policy and program guidelines.

**US Army Corps of Engineers:** Under the National Response Framework USACE supports debris management operations by serving as the ESF3 Coordinator and a primary agency. USACE may provide technical assistance or direct federal assistance (debris removal) to local governments that do not have the capability to remove debris themselves. USACE assistance is requested by local government through Oregon Emergency Management and subject to approval by FEMA.

**US Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) and Farm Services Agency:** In support of ESF3, the USDA-NRCS is authorized to conduct debris management activities in proximity to a waterway via the Emergency Watershed Protection Program. Activities include runoff retardation or soil erosion prevention in response to a sudden impairment in the watershed which creates an imminent threat to life or property. The USDA also provides leadership, technical expertise, and assistance for the management of animal carcasses (putrescent debris), in support of ESF #11-Agriculture and Natural Resources.

**US Environmental Protection Agency (USEPA):** In support of ESF3, the EPA is often tasked with the collection and disposal of Household Hazardous Waste (HHW). For safety reasons HHW collection generally occurs prior to the removal of other debris such as construction and demolition debris. EPA is also the Coordinator and a Primary Agency for ESF10 – Oil and Hazardous Materials Response. EPA assistance is requested by local government through Oregon Emergency Management and subject to approval by FEMA.

### 4.3.4 Volunteer Organizations

A wide variety of volunteer capabilities can be utilized on disasters involving debris. One of the most common and helpful volunteer activities involves moving debris from private property to the curbside. Local government restricts personnel and contractors to the Public Right-of-Way when collecting debris. Volunteers who have obtained permission from the property owner to move debris to the curbside can significantly improve this process. Other volunteers provide assistance to homeowners in finding important keepsakes. Communication between the Clackamas County Debris Management Task Force and the Clackamas County Volunteer Coordinator on debris-related tasks should occur on a regular basis.

# 5 Force Account Resources



## 5.1 Personnel

Clackamas County has about 2,350 employees and 100 assigned to Transportation Maintenance. All of the 100 employees in Transportation Maintenance are based out of the Transportation Maintenance facility on Abernathy Road (soon to move to a new facility on Beaver Creek Road). Some or all of these employees may be redirected to disaster-related duties in an emergency.

## 5.2 Equipment

Clackamas County Transportation Maintenance owns and operates about 30 pieces of rolling stock. No emergency fuel supply is provided. Clackamas County personnel and Clackamas County-owned equipment will be used to clear debris from critical routes to the extent possible following a debris-generating event. Greater detail on Debris Clearance is provided in Section 7, "Debris Clearance".

# 6 Debris Monitoring and Management



## 6.1 General

For major disasters involving large amounts of debris Clackamas County will perform debris monitoring using a pre-awarded contingency contract (hereafter referred to as the Debris Monitoring Contract). This contract is in effect for a 5-year period of time and uses pre-determined labor rates for services. Disaster Management is responsible for administering the contract. Sustainability and Solid Waste is the primary point of contact. A hard copy of the Debris Monitoring and Management Contract shall be kept in both offices.

## 6.2 Debris Monitoring

Following a debris event the Clackamas County will determine if the size and/or complexity requires support from the Debris Monitoring and Management contractor (hereafter referred to as the Debris Monitoring Contractor). In most events the level of support will be determined by the estimated

quantity of debris. The first debris monitoring task order issued by the Clackamas County is generally for mobilization of a debris monitoring team to perform debris estimates and initial “size up”. **TAB 4** provides a **Debris Monitoring - Sample Task Order**. Following debris estimates and size-up subsequent task orders may be issued matching the size of the debris removal mission.

## 6.3 Debris Management

In addition to preparing debris estimates and mission size-up there are other tasks related to debris management that need to be performed following a debris-generating event. These tasks may include preparation and review of debris removal task orders, environmental, historical and/or cultural surveys, coordination with county, state and federal partners, public information, etc. Clackamas County’s Debris Monitoring contractor is capable of providing support to carry out these tasks. Subsequent task orders may be issued by the county to address the tasks and any other needs.

## 6.4 Contract Management

The following contract management positions are integral to the management of debris operations:

- **Contract Administrator:** Ensures debris monitoring and debris removal contracts are active, funded and assigned to the Debris Program Manager for execution. Signatory authority on Task Orders. Maintains key contract documents and correspondence.
- **Debris Program Manager (PM):** Oversees debris planning, preparedness and response including debris monitoring and removal operations. Coordinates contract amendments and prepares contract Task Orders in cooperation with the Task Order PM. Assigns debris-related tasks and tracks completion. Provides status reports to the Emergency Operations Center (EOC) and senior management.
- **Task Order Program Manager (PM):** Primary point of contact with the contractor for Task Orders.
  - Prepares contract Task Orders for debris monitoring and removal operations in cooperation with the Program Manager. Provides field oversight to ensure contractor executes tasks within scope, schedule and budget. Reviews contractor invoices prior to submittal to the Contract Administrator for payment.

# 7 Debris Clearance

## 7.1 General

The most critical aspect of any emergency or disaster situation is that of life safety operations – actions taken to save lives and minimize threats to the public. Streets blocked by debris may delay or prevent life safety operations. Therefore, the primary strategy for debris-related response operations is to conduct debris clearance missions that will make life safety missions possible by clearing debris from critical street segments.

## 7.2 Debris Clearance Priorities

Initial debris clearance missions will be conducted to quickly clear the most vital street segments supporting life safety missions. Debris clearance operations will generally follow Clackamas County's Emergency Snow/Ice Emergency Routes Map with the following priorities:

- **Priority 1:** Access for emergency vehicles and personnel conducting life safety operations (police, fire, EMS, and hospitals).
- **Priority 2:** Access for crews repairing / installing critical infrastructure (natural gas and fuel, electrical, communication, water, and sewer services).
- **Priority 3:** Access to facilities where mission-essential services are performed (including governmental services).
- **Priority 4:** Access to allow resumption of wet household garbage service to mitigate public health hazards.

## 7.3 Debris Clearance Approach

The tactical approach to clearing a route is event-dependent. Depending on the number and type of available street clearing resources, and the necessity to clear routes, the following route clearance strategy may be utilized:

1. Make available one lane of traversable street surface to allow the passage of life-safety vehicles, leaving debris on the public right-of-way, beginning with mission-critical routes.
2. Make available remaining lanes of traversable street surface to allow two-lane functionality of the street segment, leaving debris on the public right-of-way.
3. Using a map-grid approach clear debris from the public right-of-way.

## 7.4 Debris Clearance Resources

The Clackamas County has two primary resources for debris clearance working separately or together.

These are 1) Clackamas County Roads Maintenance Personnel and Equipment, and 2) Clackamas County Debris Clearance and Removal Contract. The latter resource may be mobilized immediately following an event. Labor and equipment rates are specified in the contract (discussed in section 8). **TAB 5** provides a **Debris Clearance - Sample Task Order**.

# 8 Debris Removal and Disposal

## 8.1 General

Safe and expedient debris removal following a disaster is critical to life safety and community recovery. To accomplish this task Clackamas County has established a pre-awarded debris clearance and removal contingency contract (hereafter referred to as the Debris Removal Contract). This contract is in effect for a 5-year period of time and uses pre-determined loading and hauling rates for services. Disposal costs are a function of the facility chosen and a no-markup pass through cost from the contractor to the Clackamas County. Disaster Management is responsible for administering the contract. Sustainability and Solid Waste is the primary point of contact. TAB 6 provides a Debris Removal - Sample Task Order. A hard copy of the Debris Removal Contract shall be kept in both offices.

## 8.2 Debris Collection Strategy

The debris collection strategy for Clackamas County is to utilize curbside sorting and collection and avoid the use of Debris Management Sites (DMS). Should the nature of the event produce debris that does not lend itself to curbside sorting the county may choose to activate one or more DMS on government owned property (see next paragraph). Alternatively, the county may ask the Debris Removal Contractor to locate, lease, open, operate and close one or more DMS on private property. Locating and leasing a Debris Management Site(s) is highly dependent on the nature of the event and may necessitate a contract modification. Debris Management Site opening, operations and closure are covered by line items in the current Debris Removal Contract.

## 8.3 Debris Management Sites (DMS)

The county owns three properties that may be utilized as debris management sites. These are: 1) Barton

Stockpile; 2) Marquam Stockpile and 3) Oregon State University (OSU) North Willamette Research and Extension Center (NWREC). Depending on the event City-owned sites may also be available. Each site option is briefly discussed below.

- 4. Barton Stockpile.** The Barton Stockpile is approximately 19 acres in size and located at SE Barton Park Road in Clackamas County, Oregon. The useable area is about 3 acres. The maximum capacity of woody debris that the Barton Stockpile could accommodate at any

one time is about 40,000 CY. Due to the site's proximity to sensitive habitats and wetlands the site is not suitable for C&D debris and other disaster debris with contaminants.

5. **Marquam Stockpile.** The Marquam Stockpile is approximately 5 acres in size and located at SW Wildcat Road, Molalla, OR. The useable area is about 2 acres. The maximum capacity of woody debris that the Barton Stockpile could accommodate at any one time is about 10,000 CY.
6. **Oregon State University (OSU) North Willamette Research and Extension Center (NWREC).** The NWREC operates an agricultural research facility on 156 acres of Clackamas County property located at 15210 NE Miley Rd, Aurora, Oregon. With proper environmental safeguards and land use approval this site is believed to be suitable for the temporary storage and reduction of disaster debris. About 7.5 acres of property at NWREC would be required to reduce 100,000 CY of C&D debris over a 6-month period<sup>6</sup>. This property is located on the northern boundary of the facility and does not impact or include permanent trees or facilities. The maximum capacity of C&D debris that the NWREC site could accommodate at any one time would be about 50,000 CY.<sup>6</sup> To ensure pollutants from unsorted debris do not contaminate soils at the NWREC baseline sampling and use of a buffer layer may be required. Specific requirements for baseline sampling and the buffer layer would be based on the characteristics of the debris and determined at the time of the event.

## 8.4 Contractor Leased Sites

Given the limited availability of county-owned land that could be used for temporary debris management it may be necessary to lease one or more private properties for that purpose. The Clackamas County Debris Removal Contract has a line item (debris site acquisition) identified for this purpose. The Debris Removal Contractor would enter into the lease and be responsible for permitting and environmental compliance requirements. Leased sites would require pre-approval by the county.

## 8.5 Self-hauled Debris

Following a debris-generating disaster some residents may wish to begin cleanup using their own loading and transport capabilities (self-hauled debris). This type of debris is typically unsorted and may need to be handled several times prior to disposal. FEMA reimbursement may be problematic due to the lack of debris monitoring information. For these reasons self-hauled debris shall be re-directed to Metro Solid Waste Transfer Facilities.

## 8.6 Debris Recycling and Disposal Facilities

Clackamas County and the Portland metropolitan area has an extensive network of recycling and

<sup>6</sup>Based on a 100,000 CY event. A 10-ft high stack of debris holds 16,117 CY/acre. For 100,000 CY of debris this event would require a 6.2 acre site without roads and buffers. After adding an additional 60% for roads and buffers the site size increases to about 15 acres. Assuming the storage site can be fully cycled at least once during the event reduces site requirements to about 7.5 acres with 3 acres used for debris reduction and 4.5 acres used for roads and buffers. This debris site should be of sufficient size to reduce debris from a 100,000 CY debris event over a six-month period.

disposal facilities that may provide cost-effective options for disaster debris reuse, recycling or disposal.

## 8.7 Private Property Debris Removal

Debris removal operations on private property are rare during disaster recovery operations. Debris removal on private property is the responsibility of the property owner and is normally covered by property insurance. Additionally, debris removal activities on private property poses potential liability issues, and may not be reimbursable under the FEMA Public Assistance Program.

Clackamas County will only conduct debris removal activities on private property when it is in the public interest to do so, which is defined as:

- An immediate threat to life, public health, and safety.
- An immediate threat of significant damage to improved public or private property.
- Vital to the economic recovery of the affected community and to benefit the community-at large.

Should it be deemed necessary to conduct debris removal activities on private property, the Clackamas County must acquire indemnification and an unconditional authorization for removal of debris. This is achieved by having the property owner sign a Right of Entry Permit. The Right of Entry Permit grants property access and includes a “hold harmless agreement”. There are different Right of Entry permits for different tasks. During the initial response period a Right of Entry to remove household hazardous waste (HHS) is commonly utilized. For debris events primarily causing vegetation damage, such as windstorms a Right of Entry Permit to Remove Hazardous Trees is utilized. For debris events causing general debris damage, such as an earthquake or flood may require a Right of Entry Permit for General Debris. A Sample Right of Entry Permit for the removal of general debris is provided as TAB 7. Once debris removal activities are completed on private property, Clackamas County will seek reimbursement of costs from insured property owners.

# 9 Public Information



The goal for public information efforts during a disaster that generates debris is to provide the public with timely and accurate information on debris management operations. To help achieve this goal a public information specialist shall be assigned to the Debris Management Task Force at the beginning of the event. TAB 8, Curbside Sorting Tips Graphic, shows the proper way to sort debris curbside and can be helpful to the collection effort. Public information efforts will be coordinated with all involved jurisdictions through the Joint Information Center (JIC) or Regional JIC, and distributed using traditional media channels, community groups / volunteer organizations, and possibly FEMA Community Relations Teams.

# 10 Health and Safety Requirements



## 10.1 General

Debris removal operations must be conducted in a manner protecting the health and safety of workers and the public. To achieve this goal the debris removal contractor (hereafter referred to as “Contractor” must manage a comprehensive health and safety program. Key elements of this program are summarized below.

## 10.2 Contractors Health and Safety Plan (HSP)

The Contractors Health and Safety Plan shall provide comprehensive coverage of all work activities and lead to a safe and healthy worksite. At a minimum the Contractors HSP must include all seven core elements of the Occupational Safety and Health Administration (OSHA) Recommended Practices for Safety and Health Programs in Construction (2016).

## 10.3 Contractors Accident Prevention Plan (APP)

An APP is a health and safety document that is contract or job-specific. It is an integral part of the planning process. The APP shall interface with the Contractors Health and Safety Program. The Debris Removal Contractor shall ensure that all employees, subcontractors and other site personnel are provided a copy of the APP and are sufficiently trained for effective implementation. Format and content of the APP shall be in general agreement with Engineering Manual (EM) 385-1-1 (U.S. Army Corps of Engineers, Safety and Health Requirements, 2014). The abbreviated APP format may be utilized. Should there be a conflict in safety and health requirements the more stringent standard shall apply. A copy of the Accident Prevention Plan shall remain on-site at all times and be updated as conditions warrant.

## 10.4 Contractor Responsibility

The Debris Removal Contractor shall be solely responsible for providing and maintaining a safe work environment at all work sites. It is a condition of the debris removal contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to the debris removal contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under 29 CFR 1926, Safety

and Health Regulations for Construction. The Contractor shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. Contractor will also be solely responsible to ensure that all OSHA requirements are met.

## 10.5 Contractor Personnel

A qualified Safety and Health Manager shall be assigned to the project at all times and be either on-site or immediately available to be on site during the duration of debris removal work. A qualified Safety and Health Manager is one who by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project. The Contractors Safety and Health Manager will be held responsible for establishing and maintaining an effective safety and health organization, and subject to removal by the Clackamas County for non-compliance with the requirements specified in the contract.

# 11 Environmental, Historic and Cultural Requirements



Debris clearance and removal operations shall take any and all necessary steps to comply with relevant environmental protection and historical and cultural laws, rules and regulations. The Debris Removal

Contractor and Clackamas County will jointly utilize and reference the FEMA Unified Federal Environmental and Historic Preservation Review Guide (April 2016) and FEMA “Green sheets” generated for the event. Should evidence of historical or cultural artifacts or objects be encountered work shall stop at that location and the Clackamas County Debris Manager, State Historic Preservation Officer (SHPO) and if applicable the Tribal Historic Preservation Officer (THPO) will be notified. Close

coordination between Clackamas County and the Oregon Department of Environmental Quality (Oregon DEQ); Environmental Protection Agency (EPA); SHPO and THPO will contribute to a successful debris cleanup mission while protecting natural, historical and cultural resources.

# 12 Debris Training and Exercise

## 12.1 General

Successful debris response and recovery operations are expedient, cost-effective and carried out compliant with FEMA Public Assistance Program guidelines. They are conducted in a safe manner and protective of environmental, historical and cultural resources. To achieve a successful debris response and recovery key personnel require training and periodic exercises to maintain program familiarity.

## 12.2 Debris Training

Supervisors and managers expected to play a role in debris management or operations may complete the 2-hour course titled “Introduction to Debris Operations” (FEMA IS-632.A). This course is provided by the Emergency Training Institute and found at [https://emilms.fema.gov/is\\_0632a/curriculum/1.html](https://emilms.fema.gov/is_0632a/curriculum/1.html).

Key leadership personnel may also wish to attend FEMA’s “Debris Management Planning for State, Tribal, Territorial and Local Officials” (E/G 202). This 3-day course is taught on-site at the FEMA Emergency Management Institute and at other venues across the country.

## 12.3 Debris Exercise

To maintain an effective debris response capability Clackamas County will exercise support and management personnel on a 3-year interval. Exercise objectives shall include the following:

7. Review content of the Clackamas County Debris Plan; Monitoring Contract & Removal Contract;
8. Walk through a table-top exercise to demonstrate a successful response 3) Obtain feedback from participants to make the program better.

Each exercise will focus on a different type of disaster, i.e. earthquake, flood, to broaden the background of support and management personnel. Clackamas County’s Debris Monitoring and Debris Removal contractors will attend to help foster a unified and realistic exercise design.

# References



Clackamas County Emergency Operations Plan (EOP), March 2022. <https://dochub.clackamas.us/documents/drupal/537f5505-bbe7-46e0-b90e-dba6c9e94aee>

Clackamas County Natural Hazards Mitigation Plan, March 2019. <https://www.clackamas.us/dm/naturalhazard.html>

Federal Emergency Management Agency, Public Assistance Program and Policy Guide V4.1, June 2020. [https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf)

Federal Emergency Management Agency, Public Assistance Debris Management Guide, FEMA-325, July 2007. <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

Federal Emergency Management Agency, Public Assistance Debris Monitoring Guide, March 2021. [https://www.fema.gov/sites/default/files/documents/fema\\_debris-monitoring-guide\\_sop\\_3-01-2021.pdf](https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf)

Federal Emergency Management Agency, Public Assistance Debris Estimating Field Guide, FEMA-329, September 2010. [https://www.fema.gov/sites/default/files/2020-07/fema\\_329\\_debris-estimating\\_field-guide\\_9-12010.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_329_debris-estimating_field-guide_9-12010.pdf)

Federal Emergency Management Agency, Public Assistance Applicant Procurement Compliance Checklist. [https://www.fema.gov/sites/default/files/2020-07/fema\\_pdat\\_procurement-checklist.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_pdat_procurement-checklist.pdf)

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Occupational Safety and Health Administration (OSHA), Recommended Practices for Safety and Health Programs in Construction, October 2016. <https://www.osha.gov/sites/default/files/OSHA3886.pdf>

Oregon Department of Environmental Quality, Fact Sheet - Asbestos Survey Requirements, November 2018, <https://www.oregon.gov/deq/FilterDocs/asb-SurveyFS.pdf>

Oregon Department of Environmental Quality, Managing and Permitting Disaster Debris - Information for local governments, DEQ staff and Oregonians, September 2011. <https://www.oregon.gov/deq/FilterDocs/ManagPermitDisasterDebris.pdf>

State of Oregon, 2009 Edition – Manual on Uniform Traffic Control Devices for Streets and Highways - Oregon Supplement to the 2009 Edition, Updated May 2012. [https://www.oregon.gov/ODOT/Engineering/Documents\\_TrafficStandards/MUTCD-OR-Supplement.pdf](https://www.oregon.gov/ODOT/Engineering/Documents_TrafficStandards/MUTCD-OR-Supplement.pdf)

U.S. Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, November, 2014. [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

U.S. Department of Transportation, Federal Highway Administration, 2009 Manual on Uniform Traffic Control Devices (MUTCD), January 2010. <https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf>

# TAB 1: Debris Management Team Key Contact Information

## Key Personnel - Debris Monitoring Contract - Tetra Tech

Debris Management Role	Dept.	Name	Email Address	Mobile Phone
Debris Monitoring -Tetra Tech Contract - Administrator	DM	Daniel Nibouar	DNibouar@clackamas.us	971-219-6932
Debris Monitoring -Tetra Tech Contract - Alternate Administrator	DM	Jamie Poole	JPoole@clackamas.us	503-278-9150
Debris Monitoring - Tetra Tech Contract - Program Manager	DTD	Jeff Hepler	JHepler@clackamas.us	971-325-6891
Debris Monitoring - Tetra Tech Contract - Alternate Program Manager	DTD	TBD		
Debris Monitoring - Tetra Tech Contract - Task Order Manager	DTD	Joel Howie	JHowie@clackamas.us	971-378-0581
Debris Monitoring - Tetra Tech Contract - Alternate Task Order Manager	DTD	Bob Knorr	Rknorr@clackamas.us	503-349-4171
Debris Monitoring - Tetra Tech Contract - Contractor PNW Regional Manager		Nichole Pagano	Nichole.pagano@tetrattech.com	503-952-6525
Debris Monitoring - Tetra Tech Contract - Contractor Alternate Program Manager		Frank Guthman	Frank.Guthman@tetrattech.com	774-329-4409
Debris Monitoring - Tetra Tech Contract - Contractor Administrator		Betty Kamara	Betty.Kamara@tetrattech.com	407-803-2551

## Key Personnel - Debris Removal Contract - AshBritt

Debris Management Role	Dept.	Name	Email Address	Mobile Phone
Debris Removal - AshBritt Contract - Administrator	DM	Daniel Nibouar	DNibouar@clackamas.us	971-219-6932
Debris Removal - AshBritt Contract - Alternate Administrator	DM	Jamie Poole	JPoole@clackamas.us	503-278-9150
Debris Removal - AshBritt Contract - Program Manager	DTD	Jeff Hepler	JHepler@clackamas.us	971-325-6891

Debris Management Role	Dept.	Name	Email Address	Mobile Phone
Debris Removal - AshBritt Contract - Alternate Program Manager	DTD	TBD		
Debris Removal - AshBritt Contract - Task Order Manager	DTD	Joel Howie	JHowie@clackamas.us	971-378-0581
Debris Removal - AshBritt Contract - Alternate Task Order Manager	DTD	Bob Knorr	Rknorr@clackamas.us	503-349-4171
Debris Removal - AshBritt Contract - Contractor Program Manager		Rob Ray	rray@ashbritt.com	954-868-9502
Debris Removal - AshBritt Contract - Contractor Alternate Program Manager		Dow Knight	dow@ashbritt.com	954-818-4416
Debris Removal - AshBritt Contract - Contractor Alternate Program Manager		Matt Gierden	matt@ashbritt.com	239-229-5829

## Debris Team Roster

Debris Management Role	Dept.	Name	Email Address	Mobile Phone
County Debris Manager - Manager, Sustainability & Solid Waste	DTD	Jeff Hepler	JHepler@clackamas.us	971-325-6891
Alternate County Debris Manager - Building Official	DTD	TBD		
Debris Management Team Co-Chair - Director, Disaster Management	DM	Daniel Nibouar	DNibouar@clackamas.us	971-219-6932
Debris Management Team Co-Chair - Manager, Sustainability & Solid Waste	DTD	Jeff Hepler	JHepler@clackamas.us	971-325-6891
Debris Management Team Member - Office of County Counsel	CC	Jeff Munns	JMunns@clackamas.us	503-742-5984
Debris Management Team Member - Operations Coordinator	DM	Brenna Cruz	BCruz@clackamas.us	503-349-8175
Debris Management Team Member - Community Relations Specialist	PGA	Ellen Rogalin	EllenRog@clackamas.us	971-276-2487
Debris Management Team Member - Procurement Specialist, FIN	FIN	Tralee Whitley	TWhitley@clackamas.us	503-742-5453
Debris Management Team Member - Transportation Maintenance Supervisor	DTD	Travis Wooten	TWootan@clackamas.us	503-853-9735
Debris Management Team Member - Debris Specialist	DTD	Jeff Hepler	JHepler@clackamas.us	971-325-6891
Debris Management Team Member - Civil Engineering Supervisor	DTD	Joel Howie	JHowie@clackamas.us	971-378-0581
Debris Management Team Member - Grants Program Manager	FIN	TBD		

# TAB 2: Debris Management Team – Key Tasks



The following “Initial Tasks” represent a general approach to Debris Monitoring, Debris Clearance and Debris Removal Operations for a no-notice event. These tasks should be adjusted to actual event conditions.

9. Assure for your safety and those around you. Relocate to a safe area if necessary.
10. Debris Program Manager, if necessary, notifies EOC (Operations Section) to recommend activation of the Debris Management Team<sup>7</sup> (DMT).
11. Debris Program Manager activates the DMT at a virtual or physical location and establishes work schedule.
12. DMT provides an initial estimate of debris on the County ROW (Cubic Yards or Tons). With this information determines if activation of the Debris Monitoring and/or Debris Removal contracts is necessary. Then recommends activation to EOC Command.
13. DMT prepares, obtains approval and transmits **Debris Monitoring Task Order 1**.
14. DMT prepares, obtains approval and transmits **Debris Clearance Task Order 1**<sup>8</sup>.
15. DMT prepares, obtains approval and transmits **Debris Removal Task Order 1**<sup>9</sup>.
16. DMT conducts morning debris operational briefing.
17. DMT coordinates requests for debris monitoring and/or debris removal from incorporated areas or special districts.
18. DMT reports mission progress at afternoon senior leadership briefing.
19. Debris Manager adjusts briefings and work schedule as necessary until completion.

<sup>7</sup>The Debris Management Team (DMT) consists of key county and contractor personnel focused on debris removal and disposal. The DMT may also include representatives from local government and special districts.

<sup>8</sup>For most debris events force account resources will be sufficient for debris clearance. However for catastrophic debris events contractor support may be necessary and provided via task order.

<sup>9</sup>Debris Removal Task Order 1 may be delayed to allow EMS to complete rescue and recovery operations.



# **TAB 3: Debris Clearance, Removal and Monitoring – Sample Intergovernmental Agreement (IGA)**



INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND \_\_\_\_\_

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and \_\_\_\_\_ ("City/District"), collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Oregon Revised Statutes ("ORS") 401.305 to 401.335 confers authority upon local governments to declare and respond to emergencies.

County has a contract for debris monitoring services for when an emergency is declared, and these services are required. County also has a contract for debris removal and disposal for when an emergency is declared, and these services are required. Both contracts provide that the monitoring, removal and disposal services may be provided to City/District upon request.

City/District desires the County's contractors to perform disaster debris monitoring, removal and disposal within the City/District jurisdictional boundaries upon request by the City/District.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TERMS**

1. **Term.** This Agreement shall be effective upon execution and shall expire upon the completion of each and every obligation of the Parties set forth herein, or (term no longer than 5 years recommended), whichever is sooner.
2. **Scope of Work.** (Task Order \_\_ for debris monitoring, and Task Order \_\_ for debris removal and disposal and all amendment) or (This is an on-call agreement and shall be activated by Task Orders describing the work to be performed in substantially the form as attached as Appendix A to this agreement.) City/District will review and approve, by a person with authority to sign for City/District, all task orders and amendments prior to County signing and presenting to contractor.
3. **Payment.** The City/District agrees to pay County, from available and authorized funds for work performed by County's contractors pursuant to this Agreement. The County's contractors will prepare monthly invoices which County shall submit to City/District for Work performed on City/District's behalf. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to County by City/District following City/District's review and approval of invoices. All invoices must be paid

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within thirty (30) days. Any dispute regarding an invoice or payment shall be resolved as provided in Section 11.E (Dispute Resolution).

**4. County Obligations.**

- A. Manage contract with debris monitoring, and debris removal and disposal contractors following declaration of a state of emergency.
- B. Prepare Task Orders and amendments for City/District review for disaster debris monitoring, removal and disposal, performed within the boundaries of the City/District.
- C. Invoice the City/District for disaster debris monitoring, removal and disposal work performed by the County contractor(s) on City/District property and rights of way.
- D. Provide operational updates on the status of disaster debris removal operations to include completed areas of disaster debris removal and estimated completion timelines of the remaining areas.

**5. City/District Obligations.**

- A. Review and approve Task Orders and Amendments as described in Section 2 and Appendix A of this Agreement.
- B. Provide a field liaison, to identify FEMA reimbursement eligible work for County's disaster debris monitoring, removal and disposal contractors.
- C. Supply administrative support to assist in documenting debris removal, reduction and disposal efforts in a timely manner.
- D. Pay invoices as required by section 3 above.
- E. Seek reimbursement directly from FEMA for eligible work.
- F. Assist the County in public outreach to inform residents on the proper way to segregate and place disaster debris on the right of way, and to provide residents the status of disaster debris removal operations.

**6. Representations and Warranties.**

- A. *City/District Representations and Warranties:* City/District represents and warrants to County that City/District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City/District enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to City/District that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**7. Termination.**

- A. Either the County or the City/District may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. The County or the City/District shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other

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breach not expressly identified, even though the other breach is of the same nature as that waived.

- C. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**8. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City/District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City/District agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City/District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City/District has a right to control.

- 9. **Insurance.** The City/District agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, City/District shall provide documentation to the County of City/District's self-insured status by completing the Self-Insurance Certification form provided by the County.

- 10. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated



message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. [Redacted] or their designee will act as contact for the County.

**Contact Information:**

[Redacted]

B. [Redacted] or their designee will act as contact for the City/District.

**Contact Information:**

[Redacted]

**11. General Provisions.**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City/District that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City/District, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

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- D. **Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the Parties shall permit the other Parties’ authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Dispute Resolution.** Any dispute arising under this Agreement shall be resolved by prompt and cooperative communication between County and City/District staff. In the event staff are unable to resolve the conflict, the County Administrator shall timely meet with the City/District Manager to resolve the dispute. If the Administrator and Manager are unable to resolve the conflict, the Parties may seek all available legal remedies as provided in Section 11.A of this Agreement.
- F. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent,

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employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- K. **No Third-Party Beneficiary.** City/District and County 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.
- L. **Subcontract and Assignment.** City/District shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any assignment shall not relieve City/District of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Survival.** All provisions in Sections 6, 8, and 11 (A), (C), (D), (F), (G), (H), (I), (K), (P), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. **Time is of the Essence.** City/District agrees that time is of the essence in the performance this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither City/District nor County shall be held responsible for delay or default caused by events outside of the City/District or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City/District shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

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- S. **Confidentiality.** City/District acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City/District or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County (“Confidential Information”). City/District agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City/District uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys’ fees and expenses.

**Signatures on following page.**



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**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

**[City/District Name]**

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
[name/title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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Appendix A

SCOPE OF WORK – Task Order

# TAB 4: Debris Monitoring - Sample Task Order





Task Order #	
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Contractor:	Tetra Tech, Inc	County Contract #:	
Contractor Project Manager:		Phone:	
PM Email:			

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Event - Debris Monitoring	Project No.:	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

**Scope of Work: (may be limited or expansive role depending on event).**

Contractor to provide a disaster debris monitoring team to Clackamas County and perform assessments and/or monitoring of debris on the Clackamas County Right-of-Way (ROW). On request debris assessments may also include incorporated areas and special districts within the county. Contractor to also provide general technical assistance to the County Debris Management Team (DMT) by providing information, reports, briefing documents and other related assistance.

**1. Deliverables: (select those that apply – add additional as needed)**

- a. Provide preliminary debris estimate by type, volume and location
- b. Review draft task orders for debris removal and other related documents
- c. Assist the County with debris-related public information messaging.
- d. Development of a Disaster-specific Debris Monitoring Plan.
- e. Implementation of an Automated Debris Management System (ADMS).
- f. Debris Removal Contractor truck & trailer measurement, certification, marking & tracking.
- g. Debris Removal Contractor equipment registry and tracking.
- h. Debris Removal Contractor Quality Assurance field monitoring.
- i. Debris Removal Contractor trip ticket management.
- j. Debris Removal Contractor invoice review and reconciliation.
- k. Debris Removal Contractor complaint resolution.
- l. Preparation of debris removal progress reports.
- m. Documentation to support Federal cost reimbursement.

**2. Schedule:** Period of performance (specify).

**3. Compensation:** Payment for all work under this Task Order shall not exceed the total maximum sum of \$ .



---

**4. Additional Requirements:** N/A

---

**Authorization to Proceed:**

Tetra Tech, Inc

Clackamas County

---

Authorized Signature

Date

---

Dept. Contract Administrator

Date

---

Name / Title (Printed)

---

Dept. Director/Deputy

Date

# TAB 5: Debris Clearance - Sample Task Order



**TAB 5**

**Debris Clearance – Sample Task Order**



<b>Task Order #</b>	
---------------------	--

Contractor:	AshBritt	County Contract #:	4669
Contractor Project Manager:	Rob Ray	Phone:	(954) 868-9502
PM Email:	rray@ashbritt.com		

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Event – Debris Clearance	Project No.:	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

**Scope of Work: (may be limited or expansive role depending on event).**

Contractor to provide emergency debris clearance services. Contractor will mobilize a management team and necessary resources to perform emergency road clearance of debris (“first push”) from pre-specified primary transportation routes, or at other city locations as soon as it is safe to enter work zones (generally within 6 to 12 hours or sooner). Street clearance is accomplished by removing large debris from public roads and stacking it on public rights-of-way (ROW). Debris will not be collected during this stage, though under extraordinary circumstances limited debris removal may be required. Contractor to activate sufficient resources, personnel and equipment to create safe passage for emergency response vehicles and equipment. Mechanized rubber-tired lifting and pushing equipment and specialized ground labor with chainsaws and other hand tools are generally used to complete this phase of work.

**Deliverables: (select those that apply – add additional as needed)**

1. Perform emergency debris clearance from city-designated roads and locations.
2. Perform emergency debris removal in support of life-safety operations.

**Schedule:** Period of performance (specify).

**Compensation:** Payment for all work under this Task Order shall not exceed the total maximum sum of \$ .

**Additional Requirements:** N/A

**TAB 5**

**Debris Clearance – Sample Task Order**



**Authorization to Proceed:**

AshBritt, Inc

Clackamas County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dept. Contract Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Dept. Director/Deputy

\_\_\_\_\_  
Date

# TAB 6: Debris Removal – Sample Task Order



Debris Removal – Sample Task Order



Task Order #	
--------------	--

Contractor:	AshBritt, Inc	County Contract #:	4669
Contractor Project Manager:	Rob Ray	Phone:	(954) 868-9502
PM Email:	rray@ashbritt.com		

Requesting Department/Entity:			
Contract Administrator:	Daniel Nibouar	Phone:	503-650-3381
Admin. Email:	DNibouar@co.clackamas.or.us		

Project Name:	Generic Disaster – Debris Removal	Project No.	
Account String:			
<input type="checkbox"/> Optional – Payment will be made by Procurement Card (encumbrance will not be created)			

This Task Order is entered into between Contractor and Clackamas County on behalf of its above referenced Department, and when fully executed, authorizes Contractor to provide the services described below for the above referenced Project. The services to be performed under this Task Order shall be performed in accordance with all terms and conditions of the above referenced County Contract between the parties and the below detailed scope of work. Nothing contained in this Task Order may modify or amend the County Contract. All invoices shall reference the Task Order Number.

**Scope of Work: (may be limited or expansive role depending on event).**

Contractor to provide on-scene debris sorting, collection, removal and disposal IAW contract.

**Deliverables: (select those that apply – add additional as needed)**

1. Perform on-scene debris removal and disposal assessment.
2. Examine debris to determine whether or not debris is eligible (per FEMA guidance).
3. Load eligible debris into appropriate trucks and trailers.
4. Haul eligible debris to approved recycling, reuse or disposal facilities.
5. Reduce or recycle debris as is practicable.
6. Dispose of debris at a Debris Management Site or landfill.
7. Assist the County with debris-related public information messaging.

**Schedule:** Period of performance (specify).

**Compensation:** Payment for all work under this Task Order shall not exceed the total maximum sum of \$ .

**Additional Requirements:** N/A



**Authorization to Proceed:**

AshBritt, Inc

Clackamas County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date


\_\_\_\_\_  
Dept. Contract Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Dept. Director/Deputy

\_\_\_\_\_  
Date



# **TAB 7: Sample Right Of Entry Permit – Removal Of General Disaster Debris**

**Sample Right Of Entry Permit – Removal Of General Disaster Debris**
**What this Permit Does:**

- 1) By signing this permit you allow emergency Assistance Providers to enter your property to inspect, clear, or remove general disaster debris, and to take emergency protective measures caused by the declared emergency from the [event].
- 2) You agree to give up any right to sue or make a claim for damages against the Assistance Providers for any resulting damage.
- 3) You agree to make, or allow the Assistance Providers to make, an insurance claim to reimburse the Assistance Providers for covered services provided to you.
- 4) You authorize your insurance carrier to provide policy and claim information to the Assistance Providers relating to your claim for the coverage of debris removal services.

\*This summary is subject to the full descriptions provided below.

**Grant of Right of Entry:** By signing below the property Owner, tenant, or authorized agent collectively (“Owner”), hereby unconditionally authorizes the **Assistance Providers** (*Clackamas County, the State of Oregon, tribal governments, the United States of America including the Federal Emergency Management Agency (FEMA), and participating Voluntary Organizations Active in Disaster (VOAD) and their respective assigns, employees, agents, and contractors*) to have the right of access and to enter in and onto the property, and all related appurtenances thereto described below for the purpose of performing work described below in “Scope of Work” at no expense to Owner, subject to 42 U.S.C. § 5155. Owner understands that this Right-of-Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform any of the work described in the “Scope of Work” section. Owner understands that no work will be performed by the Assistance Providers until this ROE is completed in full.

**Time Period:** The ROE shall expire the earlier of either: when the work described under “Scope of Work” is complete; or, 2 years after this form is signed. The Hold Harmless provisions, once signed, survive the termination of the ROE.

**Scope of Work and Disclosures:** Removal or clearing of [event] generated hazardous waste, debris or wreckage which may threaten public health or safety, or public or private property, and to ensure economic recovery, and/or performance of inspections necessary to assess damage and scope of work necessary to complete the aforementioned work. By signing this ROE, Owner acknowledges that none, some, or all of the work described in this section will be performed pursuant to FEMA policy. Owner understands and accepts that the entity performing debris removal on behalf of the Assistance Providers will determine on a case-by-case basis what materials qualify as “debris” to be removed from the site pursuant to the removal program and that fireplaces, chimneys, structural foundations and trees deemed hazardous to work crews may also be removed pursuant to this Permit.

**Assistance Providers – Indemnification- Hold Harmless:** Owner acknowledges that the Assistance Providers’ decisions on whether, when, where, and how to provide disaster relief to Owner’s property are discretionary functions. Additionally, Owner will indemnify and hold harmless the Assistance Providers against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, personal injury, death, and charges

**Sample Right Of Entry Permit – Removal Of General Disaster Debris**



or costs of any kind or character, including attorneys’ fees and court costs (hereinafter, collectively referred to as “Claims”), as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned work.

**Duty to Apply for Insurance Benefits:** I understand that Federal law (42 U.S.C. § 5155) requires me to reimburse the Assistance Providers the cost of removing wildfire generated debris to the extent covered by any other source including FEMA, Small Business Administration, private insurance, or any other public assistance program. Owner authorizes the Assistance Providers to bill my insurance for covered services.

**Release of Insurance Policy and Claim Information:** Owner acknowledges that an insurance claim has been, or will be, presented to Owner’s insurance company as a result of the declared emergency for the losses and damages occurring at the property listed above. Owner authorizes the insurance carrier to provide policy and claim information to the Assistance Providers, or assigns, relating to the coverage of the work described under “scope of Work,” above only.

**Authority to Sign:** Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner’s obligations under this ROE. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Owner are the duly designated agents of Owner and are authorized to do so.

**Property Access:** This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress are necessary and the subject property is not otherwise conveniently accessible to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

**Duty of Truthfulness:** Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both.

**Information Sharing:** The information requested on this ROE is collected to make it possible for the Assistance Providers to enter your property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies, Federal and nonfederal, their contractors, subcontractors and employees, as well as with voluntary agencies performing inspections and/or emergency protective, for official use only in accordance with the purposes stated in this ROE.

**Disclosure is voluntary:** However, failure to disclose the information will make it impossible for Assistance Providers to inspect your property or undertake emergency protective measures which may delay or prevent the provision of disaster services and/or assistance.

**Contact Information:**

Clackamas County

TBD

**Address:**

Sample Right Of Entry Permit – Removal Of General Disaster Debris



Owner/Tenant Name: (Circle one) \_\_\_\_\_  
 Assessor's Parcel Number (APN): \_\_\_\_\_  
 FEMA No.: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

**Owner's Contact Information:**  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Driver's License: \_\_\_\_\_ State of Issuance: \_\_\_\_\_  
 Phone: 1. ( ) - 2. ( ) - \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Insurance:**  
 This property (\_\_\_ is \_\_\_ is not) insured. (check one)  
 If tenant: does insurance cover real property: (yes/no)  
 Insurance Co. \_\_\_\_\_  
 Agent: \_\_\_\_\_  
 Agent Phone: \_\_\_\_\_ Address for claims: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_  
 Claim No.: \_\_\_\_\_

Secondary Insurance Co. \_\_\_\_\_  
 Agent: \_\_\_\_\_  
 Agent Phone: \_\_\_\_\_ Address for claims: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_  
 Claim No.: \_\_\_\_\_

Additional Insurance Co. \_\_\_\_\_  
 Agent: \_\_\_\_\_  
 Agent Phone: \_\_\_\_\_ Address for claims: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_  
 Claim No.: \_\_\_\_\_

For FEMA/State/local/Tribal Use Only:			
ROE Permit No.:		Age of Structure:	
GPS Location – Long:		Lat:	
Remarks:			
Parcel No.:			

**Signatures:**

I agree to the terms of the Right of Entry Permit freely.

\_\_\_\_\_  
 Owner Signature Date Co-Owner Signature (if applicable) Date

**Approved by Clackamas County and verified that the property, APN, and Owner are accurate and meet the eligibility requirements of Program.**

# TAB 8: Curbside Sorting Tips

## **More manageable**

Follow these guidelines when putting out your debris to make for a speedier and less costly clean-up.

## **Do not stack debris against:**

Tree poles, fire hydrants, and storm drains.

## **No sidewalk?**

If you do not have a sidewalk, place debris at the edge of your property before curb.



## **Vegetation debris**

- Tree branches
- Leaves
- Logs



## **Spoiled food contaminated recyclables**

- Usable food items
- Wet or mildewed newspaper, cardboard, other
- Note: normal household trash will not be picked up with debris



## **Structural debris bulky waste**

- Building materials
- Drywall
- Lumber
- Carpet
- Furniture
- Mattresses
- Plumbing



## **Appliances**

- Refrigerators (remove all food and secure doors)
- Washers, dryers
- Freezers
- Air conditioners
- Stoves
- Water heaters
- Dishwashers



## **Electronics**

- Televisions
- Computers
- Radios
- Stereos
- Telephones
- Other devices



## **Household hazardous waste (HHW)**

- Oils
- Batteries
- Pesticides
- Oil-based paints and stains
- Cleaning supplies
- Lawn chemicals
- Compressed gas