

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
Oregon Department of Human Services
Office of Resilience and Emergency Management
AND
Lincoln County
AND
City of Newport (Newport Municipal Airport)
Amendment 1**

THIS AGREEMENT is made and entered into by and between the Oregon Department of Human Services, Office of Resilience and Emergency Management, hereinafter referred to as ODHS; Lincoln County; and the City of Newport (Newport Municipal Airport); and altogether referred to as Parties.

This amendment number **01** shall become effective on the date this amendment has been executed by every party.

The Contract is hereby amended as follows: Language to be deleted or replaced is [bracketed and struck through], new language is underlined and bold.

1. OVERVIEW.

ODHS is the lead State agency for Emergency Support Function 6 (Mass Care) and State Recovery Function 4 (Social Services) of the State's Comprehensive Emergency Management Plan (CEMP). Under this plan, ODHS is responsible for Mass Care, which includes sheltering, feeding, hydration, evacuee support, reunification, and distribution of emergency supplies to people affected by a disaster, as well as human and social services to help people recover.

In order to meet the needs of northern coastal communities more readily, ODHS will stage Conex storage containers at the Newport Municipal Airport containing Evacuation Assembly Point (EAP) kits and other equipment and supplies to support people in the evacuation and initial sheltering phase of a disaster.

The purpose of this Memorandum of Understanding (MOU) is to outline the agreement for placement and maintenance of the equipment, as well as the responsibilities all parties when an incident occurs.

2. LOCATIONS.

a. Aerial Map



b. Newport Municipal Airport (135 SE 84th Street/Newport, OR 97366)

- i. Newport Municipal Airport is the site in which the storage containers will be staged and all activities under this MOU take place.
 - ii. The land of Newport Municipal Airport is owned by the City of Newport.
- c. Placement of the storage containers and activities will take place at the Northeastern end of the airport, primarily within the red box above. The space is behind a secure fence line. The fence line and gate are managed by the Newport Municipal Airport. Lincoln County

- i. Lincoln County Emergency Management will have access to site in the event of;
 - 1) State Declared Emergency that requires use of Mass Care;
 - 2) Exercises - Pre-arranged with Airport Management.

d. Conex Storage Containers

- i. Unless moved during an incident or exercise, the storage containers will be located in the NE corner off runway 2.

3. ROLES & RESPONSIBILITIES.

a. Normal Operations (no emergencies or incidents)

i. ODHS will:

- 1) Store two (2) Conex storage containers as identified in 2b and 2c above. ODHS may add additional storage containers with approval from the City of Newport.
- 2) Lock the storage containers and provide the code for the locks to all Parties.
- 3) Provide training to all Parties on how to utilize the equipment and supplies stored in the containers during emergency situations.
- 4) Coordinate with the City of Newport the requirements for the Conex site preparation.

5) **Review and approve the quote and final invoice for site preparation as provided by City of Newport.**

6) **Procure and provide payment to the selected contractor for site preparation.**

ii. City of Newport will:

1) Provide the access code to the sliding gate located at the NE security fence to ODHS.

2) Unless otherwise arranged, provide 24/7 access to the area in which the storage containers are placed.

3) City of Newport is responsible for the security of the perimeter.

4) **Coordinate the preparation of the site for the Conex container. The City of Newport will:**

a) **Submit the quote and final invoice for site preparation to OREM for review and approval.**

b) **Provide authorization to ODHS to procure and pay for the improvement of its site.**

c) **Coordinate the gravel delivery and site preparation with the selected contractor.**

d) **As the owner of the property, the City of Newport is the responsible party for the site and assumes all liability for any improvements that are made.**

iii. Lincoln County will:

1) Periodically visit the site to inspect the storage container and the equipment and supplies inside to ensure inventory is present and there has been no tampering or other issues.

2) And ODHS with maintenance of equipment as needed.

iv. All Parties will:

1) Report within 24 hours any tampering with the storage containers or other issues, such as but not limited to break-ins, insect or animal infestation or damage, water damage, etc.

2) No other parties shall use or deploy the equipment and supplies contained in the storage containers without express permission provided by ODHS in writing.

b. Emergencies, Incidents, and Exercises

i. Staging

1) Lincoln County will:

- a) **Coordinate the staging and setup of the EAP and other equipment and supplies in the storage containers.**
 - b) **Coordinate with City of Newport Emergency Coordinator and airport for emergencies, incidents, and exercises**
 - 2) **The City of Newport will:**
 - a) **Coordinate with Lincoln County for staging and setup of EAP and other equipment and supplies in the storage containers.**
 - 3) **ODHS will:**
 - a) **Provide support as needed, as staff are available and can reach the site during an incident.**
 - 4) **All Parties will:**
 - a) **Communicate and coordinate on needs related to transportation and staging of equipment.**
 - b) **Communicate to each other on their needs in regard to their responsibilities and any other emerging needs.**
- ii. **Deployment**
- 1) **Lincoln County will:**
 - a) **Coordinate the operations and maintenance of the EAP site.**
 - b) **Provide on the job, “just in time” training on operations of equipment and supplies to personnel on site.**
 - c) **If water utilities provided by City of Newport are disrupted, coordinate the delivery of water to EAP site.**
 - d) **Provide fuel for operational needs related to the incident or coordinate with City of Newport if fuel is available on site**
 - e) **Coordinate sewage and wastewater removal.**
 - f) **Request shortage fulfillment from ESF6/ODHS for EAP operations during an incident.**
 - 2) **The City of Newport will:**
 - a) **Provide access to utilities including water and electricity if such utilities are functional or can safely be accessed.**
 - b) **Provide access to and use of north-east part of airfield as show in 2.a for set up and storage.**
 - c) **Assist with transportation of equipment and supplies, as directed by Lincoln County.**
 - 3) **ODHS will:**
 - a) **Provide support as needed with operations and maintenance of the EAP site, if staff are available and can reach the site during an incident.**
 - b) **Receive EAP shortage requests from Lincoln County during an incident.**
 - 4) **All Parties will:**
 - a) **Provide support to Lincoln County as requested.**

- b) Communicate to each other on their needs in regard to their responsibilities and any other emerging needs.

iii. Reset

1) Lincoln County will:

- a) Coordinate the teardown of equipment and supplies and restaging back to pre-incident status per ODHS requirements.
- b) Coordinate with City of Newport to transport equipment and supplies from storage containers to appropriate location within Newport Municipal Airport grounds.

2) The City of Newport will:

- a) Provide space in the Airport Rescue and Fire Fighting (ARFF) station engine bays for “resetting” of equipment and supplies, e.g., drying of, cleaning, and repacking. Other areas may be used if accessible at the time, such as the main FBO hangar.
- b) Coordinate with Lincoln County to transport equipment and supplies from the storage containers to appropriate locations within Newport Municipal Airport grounds, as directed by Lincoln County.

3) ODHS will:

- a) Provide support as needed for all reset operations.

4) All Parties will:

- a) Communicate to each other on their needs in regard to their responsibilities and any other emerging needs.
- b) Provide input towards an After Use Assessment.
- c) Participate in a Gap Analysis and After-Action Review.

c. General Provisions

- i. Ownership of all equipment and supplies stores in its storage containers shall remain with ODHS.
- ii. Equipment owned by ODHS shall not be lent to others that are not Parties to this MOU, unless permission from ODHS is provided in writing.
- iii. ODHS reserves the right to repurpose and move components of or all of the EAP kit and storage containers offsite at any time if other incident and mass care needs arise.

4. COST.

There is no general cost associated with this MOU. However, if any party damages any equipment or building infrastructure beyond normal wear and tear, they will be responsible for the full cost of repair or replacement to the owner. Any party that has

damaged equipment or building infrastructure shall immediately notify the point of contact of the owning party..

5. KEY CONTACTS.

All notices regarding this MOU should be sent to the Parties at the following addresses:

ODHS

Jeff Gilbert
Regional Emergency Coordinator, North
jeff.gilbert@odhs.oregon.gov
503-756-0596

Max Seiler
Finance and Procurement Chief, MOU Administrator
max.seiler@odhs.oregon.gov
503-890-2388

City of Newport

Del Lockwood MPA
Emergency Management
d.lockwood@newportoregon.gov
541-265-5332

Lincoln County

Adam Shanks
Administrative Lieutenant
ashanks@co.lincoln.or.us
541-265-0653

6. TERM.

- a. Once signed by all Parties, this MOU is effective the date it is signed from all parties, through June 30, 2027 unless otherwise terminated or extended.
- b. No amendment to this MOU shall be effective unless it is in writing and signed by all Parties.
- c. Any party may request to terminate this MOU 30 days following delivery of written notice of termination to the other parties.
- d. This MOU may be terminated at any time by mutual written consent of all parties.

7. SIGNATURES.

City of Newport


Authorized Signature

City Manager
Title

Spencer R. Nobel
Printed Name

02-07-24
Date

Lincoln County


Authorized Signature

SHERIFF
Title

CURTIS LANDERS
Printed Name

02.07.24
Date

State of Oregon, acting by and through its Department of Human Services, Office of Resilience and Emergency Management

Edwin A. Flick
Digitally signed by Edwin A. Flick
Date: 2024.02.07 12:51:44 -08'00'

Authorized Signature

Title

Printed Name

Date