

## South Beach Water Purification System Memorandum of Understanding

---

**Purpose:**

The purpose of this Memorandum of Understanding (MOU) between the following "Parties": Oregon State University Hatfield Marine Science Center (HMSC), and the City of Newport (City) is to outline parameters for the storage, maintenance, deployment and use of the Water Purification System (Purifier).

**Objective:**

To ensure availability of the Purifier for use in the immediate response to a large earthquake and tsunami or other disaster which affects local access to drinking water. The Purifier will be designated for non-commercial use by the people of South Beach and beyond, including but not limited to the employees, students and guests of OSU Hatfield Marine Science Center and associated and neighboring federal and state agencies, the Oregon Coast Community College, the Oregon Coast Aquarium, OMSI, and businesses including Rogue and hotels; emergency responders; tourists; and local residents. The Purifier is meant to be a community resource in the wake of a disaster.

**Background:**

Just off the Oregon & Washington Coasts lies the *Cascadia Subduction Zone*, posing a serious risk of a large earthquake like what our Japan neighbors experienced in January 2011. The *Cascadia Subduction Zone*, is capable of producing a magnitude 8 to 9+ earthquake with 4 to 6 minutes of intense shaking and then destructive tsunami waves and surges for 10-12 hours or more. When this event occurs, coastal communities will be cut off from normal transportation routes due to bridge failures, landslides, and tsunami inundation. We will need to survive on our own for days and possibly several weeks without our normal infrastructure of water, sewer, electricity, transportation, food, and communications. In addition, many buildings will suffer severe damage from the initial earthquake and multiple aftershocks, leaving many without access to water, food or shelter.

**Responsibilities:**

**Storage and security:** The City will provide long-term storage space for the Purifier in a secure location near a perennial source of water, deemed to be the northeast side of the airport behind a locked, chain-link fence. The outer packaging of the unit will be inspected visually by the City on a monthly basis, with any vandalism or damage reported to HMSC immediately. All parties agree to refrain from deploying the purifier in advance of need. Other than the minimal maintenance described below, the Purifier is packed for long-term storage and is designed to stay packed and ready until needed.

**Ownership:** Purifier is and will remain the property of HMSC/Oregon State University.

**Maintenance:** Required maintenance is minimal and will be performed by the City including keeping the outer surfaces clean and free of debris and maintain a stable platform with no standing water for the unit to rest on. HMSC will be responsible for replacing chemicals every five years.

**Deployment:** In a disaster situation when communication capabilities are limited or unavailable, no formal mechanism is needed for deployment of the Purifier. If the OSU Hatfield Marine Science Center is open and /or the HMSC Facilities staff can arrive on site in a timely manner, they will deploy the Purifier. Likewise, City staff may also deploy the Purifier. In lieu of these deployment options, the Purifier may be deployed by others, especially emergency responders or the Oregon Coast Community College, as they are able and as needed. However, Parties agree to attempt to make contact with other parties before deployment and to inform of disposition of Purifier.

**Limitations:** This MOU applies primarily to the response to a *Cascadia Subduction Zone* earthquake. While all parties recognize the possibility that other emergencies or disasters may occur which compromise the community's water supply, in those cases communications should be established first, such that the HMSC Director or HMSC Facilities Manager would make the decision to deploy. This MOU applies to situations where potable water will be unavailable for 5 days or more causing a threat to life safety and cannot be delivered by any means, and communications are severely disabled for longer than one or two days such that the owners – HMSC/OSU – cannot be reached.

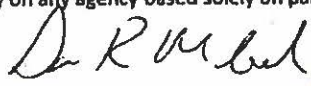

**Liability:** Parties will not be deemed responsible for injury sustained while transporting, maintaining, deploying or using the Purifier.

**Replacement:** Parties using the purifier will attempt to reclaim supplies that can be reused and restore them to the Purifier for future disaster use. If the Purifier is used for a disaster, parties will attempt to seek reimbursement from FEMA or other organizations offering support to help replace the inventory that is not reusable.

**Terms:**

This MOU becomes effective upon approval of all parties, and remains in effect until cancelled in writing by any party. This MOU may be reviewed, changed, or modified periodically. This MOU shall not be used to obligate funds. Nothing in this agreement shall be construed as inputting liability on any agency based solely on participation in this agreement.

**Signatures:**

**Date:**

07-23-19

07-23-19