

**MEMORANDUM OF AGREEMENT BETWEEN
U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY REGION X
AND
THE CITY OF NEWPORT**

- I. PARTIES:** The parties to this Memorandum of Agreement (Agreement) are the **Department of Homeland Security/Federal Emergency Management Agency, Region X (FEMA)** and the **CITY OF NEWPORT (“ONP”)**.
- II. AUTHORITY:** This Agreement is authorized by:
- A. Sections 503, 504, and 507 of the Homeland Security Act of 2002, Pub. L. No. 107- 296, Title V (2002) (codified as amended at 6 U.S.C. §§ 313, 314, and 317)
 - B. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93- 288 (1974) (42 U.S.C. § 5151)
 - C. Delegation of Authority to the Regional Administrators, DELEGATION OF AUTHORITY Federal Emergency Management Agency (FEMA) Delegation Number: FDA 0106-1, Issue Date: 03/02/2016
- III. PURPOSE:** In the event of a Presidential Declaration, **FEMA** desires to use, and **CITY** agrees to license and permit **FEMA** to use the following described property (hereinafter referred to as the “Premises”) at no cost to **FEMA**: Temporary use of portions of the Newport Municipal Airport (ONP) (specified below) so that **FEMA** can establish an Incident Support Base, Federal Staging Area, Responder Support Camp, Personnel Mobilization Center, Manufactured/Temporary Housing Unit Staging Area, or a Field Medical Station. **ONP** shall provide the following (see attached images @ Figures 1-4):
- Ground vehicle access to the Runway 20 staging area via the gate and Taxiway E adjacent to the USCG helicopter parking pads (Figure 1).
 - For purposes of a commodity staging area, Runway 20 from the displaced threshold to a point 150 feet short of the Runway 16/34 centerline (Figure 2).
 - Secondary Area: Approximately 25 acres of unimproved grassed areas for overflow staging areas to include empty trailer parking, Responder Support Camp, Manufactured/Temporary Housing Unit Staging, etc. (Figure 3).
- IV. RESPONSIBILITIES:**
- A. FEMA shall:**
- 1. Notify **ONP** as soon as practicable of **ONP** activation and requirements for resources or changes to plans or other activities required by **FEMA**. Provide **ONP** with a projected timeline for use of

the Premises and the date and time for which the property must be available to **FEMA**. Notice shall be in writing, unless impracticable, in which case **FEMA** shall provide oral notice.

2. Notify **ONP** at least seven (7) days prior to departure from the Premises unless circumstances render such notice impractical.
3. Maintain the Premises in a clean and orderly condition. Repair and/or restore the Premises to substantially the same condition at the time of initial occupancy.
4. Repair and maintain structures during ongoing operations that are damaged.
5. At the time of activation, address any incidental costs of occupancy and operations such as trash removal and utilities through a separately negotiated agreement.
6. Provide for any required security and or other expenses for services deemed necessary by **FEMA** under separate contract at **FEMA** expense.
7. If needed as a secondary ingress/egress point for the airport, **FEMA** will, at its expense, remove a section of fence on the southeast fence line (Figure 4) and install gravel/crusher run to allow tractor-trailer and other vehicle access to Taxiway E as the ground access route to the staging areas. **FEMA** will ensure 24/7 security at this area. Upon termination of activities, **FEMA** will contract for the replacement of the removed fence section to the satisfaction of the Airport Director.
8. Allow the City of Newport, its tenants, and users of the airport unrestrained access to the property and the runway 16-34 shall be open to the public except in the event of an emergency.

B. ONP shall:

1. Allow **FEMA** to occupy the Premises and to stage resources and other equipment necessary to carry out their mission on the Premises.
2. Allow **FEMA** to park and utilize telecommunications vehicles on the Premises and to run telecommunications cables in and around the Premises.
3. Permit **FEMA** access to the Premises twenty-four (24) hours per day, seven (7) days per week, and provide **FEMA** with all necessary means to access all parts of the Premises as aforementioned.
4. Permit **FEMA** to install, if necessary, fencing, portable toilets, additional lighting, generators, temporary guard shelters, signage, gravel/stone, electrical and telecommunications upgrades, and other personal property necessary to carry out the intended use of the Premises.
5. Allow **FEMA**, at its expense, to remove a section of fence on the southeast fence line and install a gravel/crusher run drive to allow tractor-trailer traffic access to Taxiway E for the ground vehicle route to the staging sites (Figure 3). At the end of operations, **FEMA** will replace the removed portion of the fence to the satisfaction of the Airport Director.

6. Use of any other areas outside of those agreed upon in Section III of this Agreement will require execution of a separate agreement.

V. OTHER PROVISIONS:

- A. Nothing in this Agreement is intended to conflict with current law or regulations or the directives of **FEMA** or **ONP**. If a term of this Agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.
- C. Any information shared under this Agreement will comply with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act, and any other applicable statute, Executive Order, or regulation.
- D. This Agreement is between **FEMA** and **ONP** and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any third person or party (public or private) against the United States, its agencies, its officers, or any person; or against **ONP**, their officers or employees or any other person.
- E. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum.
- F. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The DHS seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 0030 (MD 0030). Written permission is required to use the DHS Seal.
- G. **ONP** warrants that the Premises may be used for the purposes intended by **FEMA** as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on **FEMA** to inspect for toxic material or latent environmental conditions, which could be affected by **FEMA**'s intended use of the Premises. Any known environmental conditions, which could affect **FEMA**'s use of the Premises, known to **ONP**, must be disclosed to **FEMA**. Other than the **AIRPORT**'s disclosure of known environmental conditions, if any, **FEMA** takes the Premises as is.
- H. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement. Any changes to this Agreement must be made in writing with the mutual consent of the parties.

- I. **FEMA** understands that some of the area depicted in this MOA may not be available for use at the time of execution due to **ONP**'s commercial needs or other contingencies making the land unavailable.

VI. POINTS OF CONTACT:

A. The FEMA Point of Contact is:

Michael Brockett
Logistics Branch Chief
Region 10 Response Division
130 228th Street S.W.
Bothell, Washington 98021
(425) 487-4712 (office)
(425) 890-8191 (cell)
Michael.brockett@fema.dhs.gov

B. The ONP Point of Contact is:

Lance Vanderbeck
Airport Director
135 SE 84th Street
Newport, Oregon 97366
541-867-7422 (office)
541-530-1364 (cell)

VII. EFFECTIVE DATE: The terms of this Agreement will become effective on the date and signature of the representatives of all parties.

VIII. MODIFICATION: This Agreement may be modified upon the mutual written consent of **FEMA** and **ONP**.

IX. TERMINATION: This Agreement will terminate on February 28, 2025, unless extended by written amendment of this Agreement. Either party, upon forty-five (45) days written notice to the other party, may terminate this Agreement.

X. NON-FUND OBLIGATING AGREEMENT: This Agreement is not a fiscal or funds obligation document. Any funds, services, or equipment provided to accomplish the goals anticipated under this Agreement are done so without expectation of reimbursement or the payment of fees related to the provision. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other authority. This Agreement does not provide such authority.

XI. LIABILITY:

- A. **Liability:** The parties to this agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.
- B. **FEMA and ONP** further agree to notify each other promptly of any claims arising under this Agreement, and to cooperate in good faith to resolve any claims promptly and appropriately. Each party's designated legal representatives will, within seven (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims.

XII. APPLICABLE LAW: Federal law shall govern this Agreement.

XIII. APPROVED BY: The following persons are authorized to sign this Agreement on behalf of their respective party.

On Behalf of **DHS/FEMA:**



Michael F. O'Hare
Regional Administrator
FEMA Region X

11 FEB 2020
Date

On Behalf of The **CITY OF NEWPORT**



Spencer Nebel
City Manager

February 21, 2020
Date

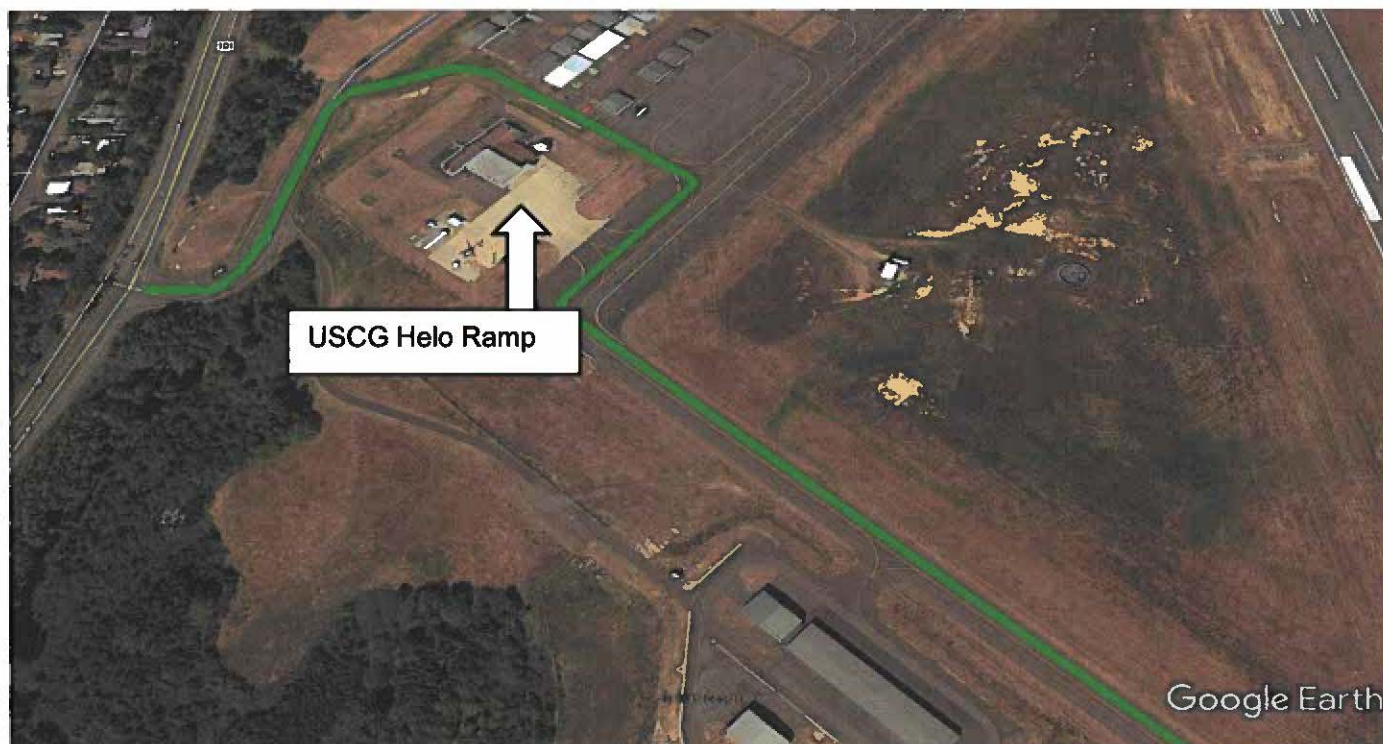


Figure 1 – Ground Vehicle Access Route



Figure 2 – Primary Use Area



Figure 3 – Secondary Use Area (grassland)

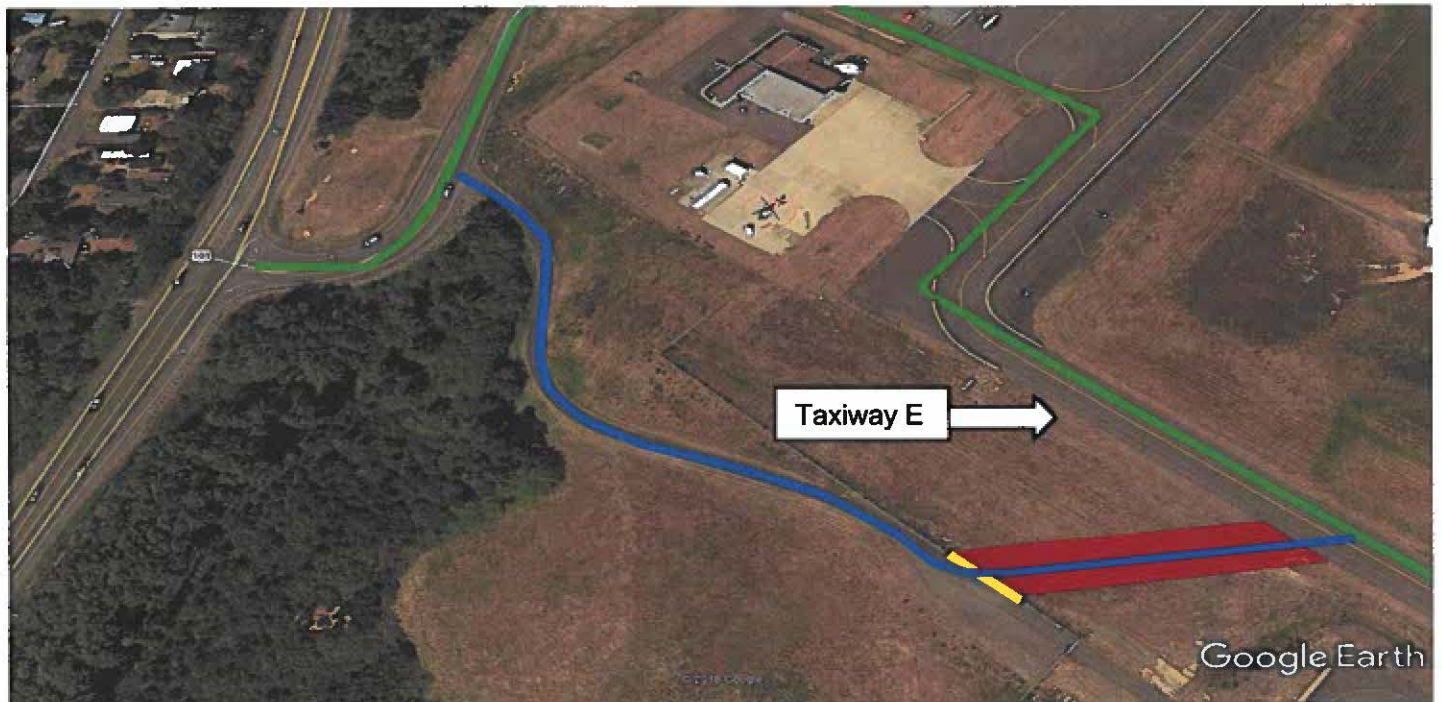
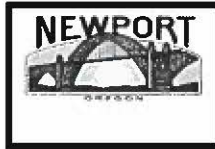


Figure 4 – Secondary Ingress/Egress area. FEMA to remove section of fence (yellow) and lay gravel/crusher run (red) to allow ground vehicle access to Taxiway E.



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: FEMA MOA Date: 2-20-2020

Statement of Purpose: MOA with Airport for FEMA to use Areas
of Airport for emergency response.

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: - Ross - Ennis Date: 2-20-2020

Other Signatures as Requested by the City Attorney: _____

	Signature					Name/Position
	Date:					
Budget Confirmed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>			
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>			
City Council Approval Needed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Date:	<u>2-3-2020</u>		

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 02-21-2020

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 2/24/2020

Date posted on website: 2/28/20