

# DRAFT

## Community Emergency Cache Memorandum of Understanding

This Memorandum of Understanding (MOU) between the Yachats Rural Fire Protection District (YRFPD) and the City of Yachats establishes principles associated with the emplacement of a twenty-foot (20') shipping container (conex) by City of Yachats on YRFPD property.

BACKGROUND: This portion of the Oregon Coast is subject to potential natural disasters such as: wildfires, earthquakes and tsunamis. To prepare for this, local governments are establishing caches of emergency basic survival supplies for the benefit of survivors until outside agencies can bring supplies from unaffected areas. YRFPD has been accumulating such supplies for many years. City of Yachats also desires to accumulate such supplies in a secure means and in a relatively survivable location. YRFPD currently has adequate space near its main fire station at 2056 Highway 101 N for a twenty foot long shipping container (conex) and outside of the tsunami inundation zone.

AGREEMENT: YRFPD and City of Yachats agree to the following. City of Yachats shall be allowed to place a twenty-foot conex on YRFPDs property subject to the following conditions:

- YRFPD will designate the location for the conex and will attempt to provide easy access without compromising access to and around YRFPD facilities by YRFPD vehicles.
- If it becomes necessary to move the conex, for building maintenance or other YRFPD determined reason, such move will be coordinated with City of Yachats and paid by YRFPD.
- City of Yachats shall retain sole ownership of the conex and anything stored therein.
- YRFPD assumes no responsibility for protecting either the conex or its contents.
- Each party to this agreement will ensure that the other is covered by party's liability insurance and will provide proof of same within 15 days of the effectivity of this MOU.
- City of Yachats will have unlimited access to the conex through prearranged dates and times, so as not to interfere with YRFPD operations.
- YRFPD can limit the amount and type of flammable liquids or corrosives to be stored in said conex. YRFPD retains absolute sole right to determine if something is a hazard, even if not listed above, and, if it is so determines, City of Yachats agrees to remove it at once.
- City of Yachats will provide YRFPD a copy of the latest inventory of the conex.

- City of Yachats shall provide YRFPD with key(s) to the conex. YRFPD will endeavor to notify City of Yachats in advance whenever it deems a need to enter the conex, unless an emergency exists.
- Both parties agree that the purpose of the cache of supplies is for emergency lifesaving activities and these supplies will be used as needed in the event of such a disaster.
- City of Yachats intends to equip the conex with heat and/or dehumidification. YRFPD will provide access to a 120 volt AC outlet and the use of electricity for this purpose. City of Yachats will reimburse YRFPD at the rate of \$60 (sixty dollars) per month toward said costs, subject to annual revision to reflect the cost of electricity. This number is based on the average monthly cost for the City of Yachats south conex location.
- YRFPD will endeavor to be a good landlord and will endeavor to advise the City of Yachats of any possible issues with the conex, specifically including a loss of electrical power.

EFFECTIVITY AND CANCELLATION: This MOU will become effective upon approval by both parties. This MOU can be canceled by either party, by notifying the other, in writing. If canceled by YRFPD, City of Yachats will be provided sixty (60) days to move said conex from YRFPD property.

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Heide Lambert, City Manager, City of Yachats

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Date

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Frankie Petrick, Fire Chief/District Administrator, YRFPD

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Date