



**THE CITY OF GEARHART  
EMERGENCY CACHE CONTAINER PROGRAM  
MEMORANDUM OF UNDERSTANDING**



This Memorandum of Understanding (the “MOU”) is made on \_\_\_\_ / \_\_\_\_ / \_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, and **The City of Gearhart**, of 698 Pacific Way, Gearhart, OR 97138, (the “Parties”) for the purpose of establishing an understanding of expectations pertinent to involvement in the City’s community *Emergency Cache Container Program* (the “Program”).

WHEREAS, the Parties desire to enter into an agreement to engage in mutual emergency preparation and hazard mitigation through Program participation;

WHEREAS, the Parties desire to memorialize certain terms and conditions pertaining to the Program;

NOW, THEREFORE, in consideration of agreements contained herein, the Parties agree as follows:

**Objective**

The purpose of this MOU is to provide the framework for participation in the Program.

**Obligations**

The Parties acknowledge that no contractual relationship is created between them by this MOU, but agree to work together in the spirit of partnership to ensure cooperation and to demonstrate a communal, administrative and financial commitment to the Program through execution of the following itemized Program participation requirements:

- a. Items \_\_\_\_\_ will adhere to include:
  - Self-purchase drum from a local retailer, online vendor, or other \_\_\_\_\_ (initials)
  - Only a 30-gallon drum will be allowed \_\_\_\_\_ (initials)
  - Only a polyethylene (plastic) drum WITH lid will be allowed \_\_\_\_\_ (initials)
  - Drum measurements *cannot* exceed: 29-30” H x 18-20” D \_\_\_\_\_ (initials)
  - Drum weight *unfilled* may not exceed: 14-16 lbs \_\_\_\_\_ (initials)
  - Gasoline, kerosene, (contaminable) plastic water bottles are **excluded** \_\_\_\_\_ (initials)
  - A \$40 storage fee will be paid to the City annually \_\_\_\_\_ (initials)
  
- b. Items the **City of Gearhart** will adhere to include:
  - Store zip sealed drum in locked conex bin \_\_\_\_\_ (initials)
  - Provide locked gate security \_\_\_\_\_ (initials)
  - Provide security camera surveillance \_\_\_\_\_ (initials)
  - Provide drum access dates twice a year (April/October) \_\_\_\_\_ (initials)
  - Enlist CERT to assist with the un/loading of drum during access dates \_\_\_\_\_ (initials)
  - Track drum through numbering system and other identifiers \_\_\_\_\_ (initials)

**Term**

The Program runs annually. Conex/drum access will only occur *once* in April and *once* in October.

**Payment**

The annual cost is \$40. We accept cash, check (payable to: *City of Gearhart*), or credit/debit card (+3%).

**Unique Circumstances**

\_\_\_\_\_ assert the following instruction for their cache drum in the event it has not been claimed during a catastrophic incident after a *reasonable period of time* has passed due to reasons including, but not limited to, prolonged missing persons designation, abandonment, or death.

- \_\_\_\_\_ is named to take possession of my drum \_\_\_\_\_ (initials)
- (mark & initial ONE) If no person named in this MOU claims my drum, **The City of Gearhart**:
  - May distribute my drum to people in need  \_\_\_\_\_ (initials)
  - May NOT distribute my drum to people in need  \_\_\_\_\_ (initials)

**Termination**

The named resident(s) own both the drum and items therein. Therefore, a resident may pull their drum from the Program at any time. The annual fee will not be prorated and/or refunded for early termination requests. Requests to terminate any time other than an April or October access date will be assessed a \$300 fee to cover time, conex access, and drum retrieval. This fee will go toward future emergency preparation projects. The City also reserves the right to remove a resident from the Program for non-payment of the annual fee, and/or including excluded items within their drum.

**Disclosure**

As previously defined, the City cannot guarantee individuals will promptly receive their cache drum, especially in the event of tsunami. The Program is meant to aid during the recovery phase. *It is imperative individuals prepare a 72-hour (minimum) Go Bag* to sustain themselves during the immediate aftermath of any catastrophic event.

**Liability**

No liability will arise or be assumed between the Parties as a result of this MOU.

**Understanding**

Both Parties have read this document in its entirety and understand all required Program obligations.

**Signatories**

The signatures below demonstrate mutual agreement and official participation in the Program:

RESIDENT NAME(S)

CITY OF GEARHART

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

**OFFICE USE ONLY:**

Barrel # \_\_\_\_\_ S/N \_\_\_\_\_ Last Name \_\_\_\_\_ House # \_\_\_\_\_

(check) **PAID**  Date: \_\_\_\_\_ Method: CC# x \_\_\_\_\_ \* CK# \_\_\_\_\_ \* (circle) CASH