

**MEMORANDUM OF UNDERSTANDING
REGIONAL MARITIME SECURITY SCOPING PROJECT CONSULTANT**

This Memorandum of Understanding (MOU) is made and entered into by Clark County Fire and Rescue "CCF&R", Vancouver Fire Department "VFD" and Portland Fire & Rescue "PF&R" and sets forth the policy and procedures governing the hiring and management of a consultant to complete a grant funded scoping project for the Columbia- Columbia-Willamette-Snake River System.

RECITALS

1. This MOU is entered into under Chapter 39.34 RCW, the Interlocal Cooperation Act. PF&R is authorized to enter into this Agreement ORS Chapter 190.
2. Each of the parties are seeking grant funding through the Department of Homeland Security Port Security Grant Program "DHSPSG".
3. As part of the process the Area Maritime Security Committee "AMSC" has determined that the parties will benefit from having a Regional Maritime Security Scoping Project completed by a consultant to addresses the following:
 - a. Establish what marine, multi-agency, emergency, and security resources and capabilities currently exist in the Columbia-Willamette-Snake River system.
 - b. Establish what marine, multi-agency, emergency, and security agreements, such as Memoranda of Understanding and Memoranda of Agreement, currently exist in the Columbia-Willamette-Snake River system.
 - c. Determine what gaps exist in the marine, multi-agency, emergency, and security responses and capabilities in the Columbia-Willamette-Snake River system.
4. The Parties have applied for and anticipate receiving DHSPSG Grant Funds to fund the creation of a Regional Maritime Security Scoping Project and to pay for this work.
5. This MOU is a non-binding statement of the Parties' intentions and expectations.

AGREEMENT

To carry out the purposes of this MOU and in consideration of the benefits to be received by each party, it is agreed as follows:

1. CCF&R Responsibilities.

- a. CCF&R shall be responsible for negotiating and contracting with a consultant to develop and draft a Regional Maritime Security Scoping

Project and for paying said consultant subsequent to receiving notification that the DHSPSG funds for the project have been approved.

- b. CCF&R acknowledges that while it will be contracting with the consultant that that contract, and the expenditure of the federal funds, are to be not only for the benefit of CCF&R, but also for the benefit VFD and PF&R.
- c. CCF&R shall serve as the grant recipient for the DHSPSG funds applicable to the Regional Maritime Security Scoping Project and agrees to manage and distribute the grant funds in accordance with the DHSPSG requirements.
- d. CCF&R agrees that the contract with the consultant shall provide that the total expense associated with the Consultant shall be no greater than the available Grant Funds.
- e. CCF&R is not agreeing to directly fund the cost of the Consultant beyond the available DHSPSG funds. In the event the DHSPSG funds are insufficient to cover the entire cost of developing the Regional Maritime Security Scoping Project, the parties agree to negotiate the consequences of such shortfall and to develop a plan to complete any unfinished portions of the Regional Maritime Security Scoping Project on a cooperative cost sharing basis.
- f. It is understood that pursuant to Portland City Code, PF&R cannot be held liable to provide any funding for any overage not covered by the DHSPSG funding.

2. Regional Maritime Security Scoping Project Development and Approval Process.

- a. The parties shall, at the beginning of the development of the Regional Maritime Security Scoping Project, meet jointly with the consultant and collaboratively discuss and develop an outline for the Regional Maritime Security Scoping Project.
- b. A final draft of the Regional Maritime Security Scoping Project Report shall be provided to each party for review and response before the Regional Maritime Security Scoping Project Report is finalized. Final approval of the Regional Maritime Security Scoping Project Report shall be by the Fire Chief of each party.
- d. Each party agrees to provide sufficient personnel time to effectively collaborate with and assist the consultant in the development of the Regional Maritime Security Scoping Project.

3. Term. This MOU shall automatically expire with no further action from the parties if the DHSPSG funds have not been awarded prior to December 31, 2010,

otherwise this Agreement shall remain in effect until such time as the Regional Maritime Security Scoping Project is completed but in no case longer than five years from the date that all parties have signed which is the Effective Date.

4. **Property ownership.** The Parties will not, during the term of this MOU, jointly acquire or hold any property, real or personal.
5. **MOU Administration.** This MOU does not create a separate legal or administrative entity, and shall be administered in accordance with RCW 39.34.030(4) with the appointment of an administrator for each Party who will be responsible for administering this MOU. At the direction of the Parties, these administrators shall take such action is necessary to ensure this MOU is implemented in accordance with its terms. Each party hereby designates its Fire Chief or designee as the administrator of this MOU.
6. **Liability.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its own employees that occur or arise in any way out of the performance of this MOU and, subject to any limitations in liability found in their respective state constitutions or statutes, to save and hold the other Parties and their employees and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this MOU.
7. **Recording.** This MOU shall be filed with the Clark County Auditor or, for the Washington entities, shall be listed on each party's websites in accordance with RCW 39.34.040.
8. **Multiple Counterparts.** This MOU may be executed in multiple counterparts each of which shall be delivered to CCF&R. CCF&R shall serve as the custodian of the original MOUs.
9. **Benefits.** This MOU is entered into for the benefit of the parties to this MOU only and shall confer no benefits, direct or implied, on any third persons.

SIGNATURE PAGE TO FOLLOW

EXECUTED and APPROVED by the Parties in identical counterparts of this MOU, each of which shall be deemed an original hereof, on the dates set forth below.

CLARK COUNTY FIRE & RESCUE

By: _____

Fire Chief

Dated: _____

VANCOUVER FIRE DEPARTMENT**PORTLAND FIRE & RESCUE**

By : _____

Commissioner Randy Leonard

Dated: _____

By : _____

Fire Chief

Dated: _____

By : _____

Mayor Sam Adams

Dated: _____

Approved As to Form

By : _____

City Attorney