

Mutual Aid Agreement

**MEMORANDUM OF UNDERSTANDING BETWEEN
Del Norte Local Transportation Commission, Del Norte Unified School District,
Redwood Coast Transit, Coastline Enterprises
(hereafter “TRANSPORTATION AGENCIES”)
AND
Del Norte Office of Emergency Services
Drafted March 24, 2010**

RECITALS

WHEREAS, it is necessary that all of the resources and facilities of the County of Del Norte, (hereafter “COUNTY”) its various departments and agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

WHEREAS, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster or emergency should occur, by the interchange of services and facilities, including, but not limited to transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a countywide basis.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the parties hereto as follows:

A. PURPOSE

Effective emergency response does not happen by accident. It is the result of planning, training, exercising, and interagency cooperation. This Memorandum of Understanding (“MOU”) is intended to memorialize the intention of the transportation resource agencies of Del Norte County and the Del Norte County Office of Emergency Services to work together, on a continuing and lasting basis, toward maximum cooperation and mutual assistance in the areas of transportation emergency management. To the maximum extent possible, as outlined below, the parties will develop joint programs for coordination, communication, planning, training, conducting exercises, and responding to disasters impacting the parties to this agreement. It is hereby understood that this Agreement shall not supplant pre-existing mutual aid agreements nor deny the right of any agency hereto to negotiate other mutual aid agreements. This Agreement is for the benefit of the

signatory agencies only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary.

B. MUTUAL AGREEMENT

1. COORDINATION

The TRANSPORTATION AGENCIES named in this MOU have agreed to share resources under unified command during times of transportation or county-wide disaster. In such circumstances a transportation disaster operations center will be established for the coordination of information and resources to best serve the community. The Del Norte Office of Emergency Services agrees to include these TRANSPORTATION AGENCIES in emergency preparedness, response and recovery activities in the county, and to provide appropriate credentials to them to facilitate their role in supporting community evacuations. Each signatory to this Agreement agrees to furnish, upon its sole discretion, those resources and services it deems to be available to each other signatory agency hereto as necessary to assist in the prevention, response, recovery and mitigation of emergencies and/or disasters. Each agency will use its best efforts to share and provide such resources to the extent that they are available.

2. COMMUNICATION

The parties agree to foster strong reliable relationships and to disseminate, share, and evaluate information appropriate to their respective stakeholders and staff. The parties also agree to provide updated phone lists, email lists, and other essential contact information at least annually. The county office of emergency services will also consider communications equipment needs and other special needs enabling transportation to integrate into emergency operations when so requested.

3. TRAINING AND EXERCISES

The parties agree to the development of joint exercises that require the expertise of participating entities for the safety of life and property.

4. COORDINATED RESPONSE

The parties to this agreement agree that they will work together to provide a coordinated response to emergencies that threaten the life or safety of transportation clients or the community at large. The parties will do so in accordance with the National Incident Management System (NIMS), the California Standardized Emergency Management System (SEMS) and the Incident Command System (ICS).

When activated in emergency response, resources of the TRANSPORTATION AGENCY that are made available pursuant to this Agreement shall, whenever possible, remain under the control and direction of the providing TRANSPORTATION AGENCY. Transportation resources will be provided

under Mutual Aid for up to one operational period of 12 hours. It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto furnishing transportation services on a reimbursable basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless the operational period exceeds 12 hours. Service requests for additional operational periods in excess of 12 hours will be reimbursed by the requesting party at the cost allocation rate for fixed and variable expenses.

5. RESPONSIBILITIES OF PARTIES

A TRANSPORTATION AGENCY shall assist in only those situations for which it has determined that it has qualified personnel, appropriate equipment and necessary materials. The parties to this Agreement shall have no responsibilities or incur any liabilities because they do not provide resources and/or services to any other party to this Agreement. The TRANSPORTATION AGENCIES shall retain the right to withdraw some or all of their resources at any time. Notice of intention to withdraw shall be communicated to the Requesting Agency's designated official, or the official's designee, as soon as practicable. No TRANSPORTATION AGENCY shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.

6. PRIVILEGES AND IMMUNITIES

All privileges, immunities, rights, duties and benefits of officers and employees of any party to this agreement shall apply while those officers and employees are performing functions and duties pursuant to this Agreement, unless otherwise provided by law. Employees of the TRANSPORTATION AGENCIES remain employees of the TRANSPORTATION AGENCIES while performing functions and duties pursuant to this Agreement.

C. AGREEMENT MODIFICATION PROCESS

Modifications to this agreement may be presented at anytime and shall be mutually agreed upon in writing after joint discussions involving all parties.

This Agreement shall become effective when executed by all parties and shall remain in effect for a period of five (5) years, and shall automatically be renewed for successive five (5) years periods unless terminated by any party upon sixty (60) days prior written notice.

D. INDEMNITY

The parties to this MOU shall indemnify, defend, and hold harmless each of the other parties from liabilities caused by any of the other parties arising directly or indirectly from the negligent performance of the Agreement or work, or willful misconduct related to the work provided, however, that nothing in this agreement purports to or should be understood to provide for indemnity of any of the parties for their own negligence or willful misconduct. If obligated to indemnify, defend or hold harmless any party to this MOU, each party shall reimburse the other party for their costs, attorney’s fees, expenses, and liabilities associated with any resulting legal action. Each party shall seek all of the other parties’ approval of any settlement that could adversely affect any other party. The term “Party” as used in this section includes its officers, agents, and employees. This agreement supersedes any party’s right as a public entity to indemnity (see Gov. Code section 895.2) and contribution (see Gov. Code section 895.6) as provided in Gov. Code section 895.4.

E. PARTIES

IN WITNESS THEREOF, this Memorandum of Understanding has been executed by and in behalf of the parties below.

Signature

Printed Name and Title

Agency

Telephone

Date

Signature

Printed Name and Title

Agency

Telephone

Date

Signature

Printed Name and Title

Agency

Telephone

Date

Signature

Printed Name and Title

Agency

Telephone

Date

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Agency

Telephone

Date

MEMORANDUM OF UNDERSTANDING (MOU)

Between

State of Maine, Maine Emergency Management Agency (MEMA)

and

Maine Motor Transport Association (MMTA)

This is an agreement between “Maine Emergency Management Agency”, hereinafter called MEMA and “Maine Motor Transport Association”, hereinafter called MMTA.

I. PURPOSE & SCOPE

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to natural or human-created disasters in the instance that MEMA requests assistance to provide transportation and other related services from commercial truckers and also meet the needs of its day to day customers.

In particular, this MOU is intended to establish a continuing relationship between MEMA and MMTA. MMTA will act as a source for the response and recovery of catastrophic events in the State of Maine which require transportation and/or other related services as stated in this MOU. MMTA will do so by identifying member capabilities in the areas of power units, trailers, debris removal, logistical support, fuel depot, warehousing and any other related services, and will endeavor to satisfy the request should it have the resources available to do so at the time of the request.

II. BACKGROUND

Definition of Disaster – Under Maine state law definition, the word “disaster” means :the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including, but not limited to, fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination requiring emergency action to avert danger or damage, epidemic, extreme public health emergency pursuant to Title 22, section 802, subsection 2-A, air contamination, blight, drought, critical material shortage, infestation, explosion, riot or hostile military or paramilitary action.” 37-B M.R.S.A. § 703 (B) (2).

III. “MEMA” RESPONSIBILITIES UNDER THIS MOU

The State shall correspond with MMTA as a source for transportation and related services, described in this MOU, which are needed and relates to emergencies resulting from various forms of disasters. MEMA will coordinate one or more points of distribution and notify MMTA of any predetermined distribution locations.

MEMA will inform MMTA once the State's Emergency Operation Center (EOC) is in full activation mode and trucking and/or related services may become necessary for coordination by MMTA.

IV. "MMTA" RESPONSIBILITIES UNDER THIS MOU

MMTA shall undertake the following activities:

MMTA will act as a point of contact for transportation and/or other related services for disaster resources rendered within the State of Maine so long as doing so will not adversely affect the ability for MMTA and its members to meet the needs of its customers. MMTA will endeavor to satisfy MEMA's request should it have the resources available to do so at the time of the request in accordance with the previous sentence. In order to minimize the cost to the state MMTA will geographically notify their transportation providers based on qualifications and whereabouts of disaster locations. When at all possible, MMTA will provide member services within a 48-72 hour time period.

Types of resources may include, but are not limited to, power units (truck tractors, dump trucks, box trucks), trailers (flatbed, dry van, reefer, fuel tanker, water tanker, pump, drop deck/lowboy), debris removal (open top trailer, trucks w/crane, trailers w/crane, log trailers), services (logistical support, fuel depot, warehousing).

Upon request, MMTA will provide MEMA updated resource inventory to the extent available

MMTA will inform its member companies that it must comply with requirements of Title 37-B, Occupational Safety and Health Administration (OSHA) Standards, provide adequate liability coverage for services performed and any other state requirements not mentioned as directed by MEMA.

MMTA member companies participating in this voluntary program agree that initial response services must be billed at previous day's Time and Materials (T&M) rate. Agreed upon emergency response fees may be acceptable with prior approval from MEMA.

MMTA is responsible for designating a 24/7 point of contact. MEMA must be notified immediately of any changes in contact information.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Any services provided by MMTA will be performed in a manner that is in the best interest of the State, as determined jointly between MEMA and MMTA; with each party understanding that MMTA will strive to assist the State during a disaster while continuing to meet the needs of its customers throughout the state.

Both parties as part of the MOU are fully indemnified to the fullest extent of the law (see Title 37B) as a result of any service provided in this MOU. This MOU does not impose any liability on MMTA for the performance or non-performance of its members.

VI. FUNDING

This MOU *does not* include the reimbursement of funds between the two parties. The parties may negotiate a fee for long-term services in "Federal Declared Disasters" if a high level of service is requested by MEMA.

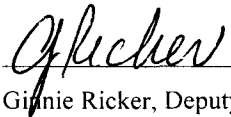
VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of MEMA and MMTA authorized officials unless modified in writing by mutual consent of both parties or terminated by any party upon a 30-day advance written notice to the other. It shall be in force from October 1, 2008 and continue annually until amended or terminated by either party.

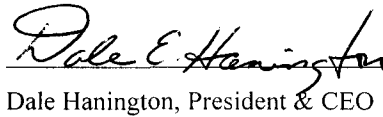
MEMA and MMTA indicate agreement with this MOU by their signatures.

Maine Emergency Management Agency

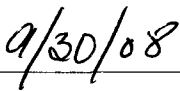
Maine Motor Transport Association



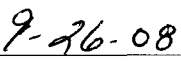
Ginnie Ricker, Deputy Director



Dale Hanington, President & CEO



Date



Date

Memorandum of Agreement

Transportation services for evacuation of the public including people with access and functional needs

Between: XXXXXXXXX County Operational Area

And Transportation Company Name

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish a mechanism whereby through which Transportation Company Name (hereafter referred to as the Transportation Company) agrees to support the XXXXXXXX County Operational Area (hereafter referred to as the OA) and work together as cooperating parties during emergency evacuations, including aiding in the safe transport of children, the elderly and people with access and functional needs.

2. Description

The OA and the Transportation Company enter into this MOA in good faith for the provision of transportation services to support evacuation orders issued as a result of natural, technological or human-caused disaster. The following is representative of, but not limited to, the principle tasks the Transportation Company might be activated to accomplish:

- a. Transport evacuees from at-risk areas to reception centers, shelters or other safe havens
- b. Modify existing transportation services to better serve the transportation needs of evacuees
- c. Modify existing transportation policies (e.g. fare policies, pets on vehicles, securement of mobility devices) to better accommodate the needs of evacuees (including people with access and functional needs)
- d. Return evacuees from safe havens to to their residences (re-entry).

3. Deployment Activity

This agreement may be activated only by notification by the designated Incident Commander (IC) or his/her designee. Deployment activation, pursuant to this MOA, may occur at any time, day or night, including weekends and/or holidays; including 24/7 continuous service.

Upon acceptance of deployment, the Transportation Company will have equipment en route to the designated location within 120 minutes from the time it receives the official deployment notification from the IC or his/her designee. For reimbursement purposes, mission tasking will begin when the Transportation Company's personnel checks in at the incident Staging Area and will conclude when the deployment authorization has been met or the IC and/or his designee issues demobilization orders for the resource(s).

4. Terms

- a. This agreement shall be in full force and effect beginning the date of execution and ending 12/31/2010
- b. This agreement will be renewed automatically unless terminated pursuant to the terms hereof
- c. Transportation Company personnel who respond must be in good standing with the company, and up to date on all requisite licensing and permitting
- d. Deployed Transportation Company personnel must abide by all federal, state and local laws

- e. All deployed personnel from the Transportation Company will be properly identified by uniform and employer identification card with photo.
- f. The Transportation Company will only deploy staff upon receipt and under the terms of the official deployment notification(s) as described in Section 3.
- g. The Transportation Company must provide detailed records certifying miles and hours of service provided.

5. Cost Reimbursement

In the event that this Agreement is activated and Transportation Company assets are deployed, the Transportation Company may invoice the OA based on the total allocated cost per mile and cost per hour.

6. Method for reimbursement

- a. The OA will provide a method for submitting the required information for invoicing as part of the initial notification.
- b. The Transportation Company must submit accurate paperwork, documentation, receipts and invoices to the OA within 30 days after demobilization.
- c. If the OA determines that the Transportation Company has met all requirements for reimbursement, they will reimburse the Transportation Company within 30 days of receiving a properly executed reimbursement request.

7. Resource estimates

In order for the OA to properly plan for transportation needs for disaster response, the Transportation Company estimates the following resources could be made available by the Transportation Company:

- Detail vehicles that may be made available
- Detail staff that may be made available

8. Contract Claims

This Agreement shall be governed by and constructed in accordance with the laws of the state of California as interpreted by California courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution.

9. Hold Harmless/Indemnification

The Transportation Company will hold harmless and indemnify the OA against any and all claims for damages, including but not limited to all costs of defense including attorneys fees, all personal injury or wrongful death claims, all worker's compensation claims, or other on the job injury claims arising in any way whatsoever from transportation of the public, including individuals with access and functional needs; during the disaster evacuation or re entry to their residence(s).

10. Acceptance Agreement

A Transportation Company offering to enter into this MOA shall fully complete this MOA with information requested herein, sign two originals of a fully completed MOA, and sent both via regular US mail.

In addition, a copy of the MOA, signed and fully completed by the Transportation Company, shall be faxed or sent to the OA.

As noted, by the signature (below) of the Transportation Company or its authorized agent, the Transportation Company agrees to accept the terms and conditions as set forth in this Agreement, agrees to abide by the requirements for reimbursement and waives the right to file a claim to be reimbursed for any amount above the payment schedule amount, as outlined herein. All amendments of this MOA must be in writing and agreed to by the Transportation Company and OA.

Name of Transportation Company

Address and contact information

Signature of Company Representative or Authorized Agent:

Printed Name and Title

Date

XXXXX County Office of Emergency Services

Address and contact information

Signature of Operational Area Representative or Authorized Agent:

Printed Name and Title

Date