

MEMORANDUM OF UNDERSTANDING BETWEEN

AND

**1. PURPOSE:**

Private businesses play a significant role in protecting their employees and community during disasters. Businesses also play a vital role in working with government to facilitate and provide emergency response and recovery from all types of disasters.

This memorandum of understanding (MOU) formalizes the relationship between [REDACTED] [REDACTED] [REDACTED] and [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] so that this company can be fully integrated into the State's Standardized Emergency Management System.

**2. AUTHORITIES:**

This MOU is under the authority of Government Code 23004(c), 23005, 8550 and other statutes as appropriate.

**3. PREPAREDNESS ROLES AND RESPONSIBILITIES:**

**System:**

Like the public sector, the private sector will support emergency response and recovery consistent with the Standardized Emergency Management System and the National Incident Management System. Private sector facilities that are primarily intended to provide a locally based function will integrate with emergency management at the city and county government levels, as appropriate. Private sector facilities that are primarily intended to provide a regional or multi-county function will integrate with the system at the state level.

County mitigates, plans, prepares for, responds to, and aids in recovery from the effects of emergencies that threaten lives, property, and the environment. County is the central emergency planning and response agency in California government and coordinates state agency activities and coordinates with federal government in support of local government requests for assistance during emergencies and disasters.

**Partner:**

[REDACTED] is a partner in emergency preparedness that has large buildings and a large amount of property that would be useful to emergency

response in [REDACTED]. They also have a list of other resources that specifically deal with animals and that is a need that we foresee in disaster response in [REDACTED].

#### **4. COORDINATION DURING EMERGENCIES:**

##### **Notification:**

County and [REDACTED] will use a mutually agreed upon system to provide notification of emergency conditions that may affect the business or state's interests. This will also include a designated access point at County for the company's representatives during disasters.

##### **Communications:**

County will provide limited access to [REDACTED] for the Response Information System (RIMS). This will enable [REDACTED] to better monitor the disaster events and the need for critical resources. To the extent resources are available, RIMS will be enhanced to include modules specifically useful for inter-business coordination and resource acquisition.

##### **Coordination:**

[REDACTED] will work cooperatively with other business partners to ensure resources are most efficiently provided consistent with established procedures and government requests. [REDACTED] will work with County and other business partners to develop procedures for implementation of this MOU. County will provide regular training of the [REDACTED] representatives and other business partners.

##### **Activation:**

County will provide emergency operations center access for pre-designated representative(s) of [REDACTED] during a state of emergency, and other such times as determined appropriate by the County's Emergency Services Manager. County reserves the right to limit access to emergency operations centers based upon the safety or security needs.

#### **5. POST EMERGENCY ACTIVITIES:**

[REDACTED] will work with County and other business partners to evaluate lessons learned after each proclaimed disaster.

#### **6. PROTECTION OF INFORMATION:**

Information, both in writing and orally, essential to effect emergency response will be shared amongst business partners and County consistent with applicable laws and the need to protect sensitive proprietary information. This information shall be protected by County to the extent allowed by law.

## **7. ADMINISTRATION**

### **Obligations:**

Nothing herein is intended to create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

### **Law:**

Entering into this MOU does not exempt either party from the government procurement requirements of California State law, including the California Public Contract Code, or provides any competitive or business advantage in future State of California or County procurement activities.

### **Term:**

This MOU shall remain in effect until such time as either party to the agreement terminates their participation by providing 60-days-notice, in writing, to the other party of their intent to terminate.

This agreement is hereby entered into this 29 day of April 201~~2~~<sup>3</sup> by the following parties:

[Redacted signature block]

[Redacted signature block]

By:

[Redacted signature block]

By:

[Redacted signature block]