

MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF HUMBOLDT,
OFFICE OF EMERGENCY SERVICES AND RECOLOGY HUMBOLDT COUNTY

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 response relationship between Recology Humboldt County (hereinafter Contractor) and County of Humboldt, Sheriff's Office, Office of Emergency Services (hereinafter County) so that this company can be fully integrated into the State's Standardized Emergency Management System (SEMS).

2. AUTHORITIES

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

3. PREPAREDNESS ROLES AND RESPONSIBILITIES

System:

Like the public sector, the private sector can play an important role in supporting emergency response and recovery consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). Private sector facilities that are primarily intended to provide a locally based function should integrate with emergency management at the city and county levels, as appropriate. Private sector facilities that are primarily intended to provide a regional or multi-county function should integrate with the system at the regional or state level.

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

Partner:

Contractor provides trash, recycling, and brush service to residents of Humboldt County. This MOU formalizes the emergency response relationship between Contractor and County. During declared emergencies, Contractor may be able to provide the following services, depending on the scope and nature of the emergency, which may impact Contractor's ability to respond:

- Emergency collection services at critical facilities such as shelters, etc.
- Debris removal equipment and staff as available.

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4. COORDINATION DURING EMERGENCIES

Notification:

County will use a mutually agreed upon system to provide notification of emergency conditions. This will also include a designated access point at County for the Contractor's representative(s) to interact with during disasters.

Communications:

County will provide space in or near the Emergency Operations Center (EOC) for an Agency Representative from Contractor. This will enable Contractor to better monitor the disaster events and the need for critical resources. This will also assist with public/private agency coordination and the acquisition of additional resources as appropriate.

Coordination:

If Contractor provides any services pursuant to this MOU, Contractor will work cooperatively with other business partners in the performance of such services, to ensure resources are most efficiently provided consistent with established procedures and government requests. County will provide familiarization training to Contractor representative(s), to include communications protocols, organization structure, and key contacts.

Training and Exercises:

County and Contractor agree to meet annually to establish schedules for and conduct semi-annual training and exercises of this MOU. Tabletop and functional exercises are desirable so as not to disrupt Contractor day-to-day operations.

Activation:

County will provide Emergency Operations Center (EOC) access for pre-designated representative(s) of Contractor during a locally proclaimed emergency, state declared emergency, and other such times as determined appropriate by the County's Emergency Services Program Manager. County reserves the right to limit access to Emergency Operations Centers based upon the safety or security needs of an incident.

5. POST EMERGENCY ACTIVITIES

Contractor will work with County and other business partners to evaluate lessons learned after each proclaimed emergency/disaster.

6. PROTECTION OF INFORMATION

Information, both in writing and orally, essential to effect emergency response may be shared amongst business partners and County consistent with applicable laws and the need to protect sensitive proprietary information. Any confidential or proprietary information of Contractor shall be protected by County to the extent allowable by law.

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7. ADMINISTRATION

Term:

1. This MOU shall remain in effect for a period of five years, commencing on the date last executed by the signatories hereto. Either party may terminate this MOU at any time and for any reason upon written notice to the other. Such termination shall not affect County's obligation to pay Contractor for services performed pursuant to this MOU prior to the termination.
2. This MOU shall be reviewed annually by County and Contractor jointly and updated as needed. Documentation of the annual review shall be filed with County and Contractor.

Mobilization:

In the event of an emergency, County shall advise Contractor in writing of requested services by type and quantity. Contractor will evaluate request and advise County in writing what services Contractor is willing and able to provide, how quickly Contractor will be able to provide them (e.g. which are immediately available within # hours, and which will take longer), the rates payable by County for such services, and any terms and conditions of such services. Contractor shall implement appropriate business continuity plans and request resources from other Contractor companies if possible and mutually agreed. As part of Contractor's response to County's request, Contractor shall also advise what if any Corporate external (outside immediate area) resources are available, approximate transit time, support requirements (fuel types, etc.), rates payable by County for such services, and any terms and conditions of such services. County shall advise Contractor of the location of staging areas for resources and safe routes to staging areas from Contractor's location.

If County wishes Contractor to provide any of the services that Contractor has offered to provide, County shall notify Contractor in writing. Such notification shall constitute a binding commitment by County to pay for the services ordered by County, at the rates and on the terms and conditions specified by Contractor (unless otherwise mutually agreed). The notification may include a not-to-exceed amount for County's total expenditures for those services. Contractor shall invoice County for services rendered at the agreed rates, and County shall pay such invoices within 30 days of receipt, unless otherwise mutually agreed. No Contractor resources shall deploy from outside immediate area unless requested by County in writing to Contractor.

Support:

Based on the severity and anticipated duration of the emergency, logistics normally available daily to Contractor such as fuel, maintenance parts, lodging, and meals may not be available to Contractor during the emergency. Should Contractor require logistics assistance to provide support to the County under this MOU, the County agrees to assist in locating/providing, to the extent practicable, such assistance.

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Communications:

While Contractor has deployed resources within the County pursuant to this MOU, County agrees to provide radio or other communications devices to Contractor's Field Supervisor and Contractor's Agency Representative, who shall manage Contractor resources in support of County.

Law:

This MOU does not provide Contractor any competitive or business advantage in future State of California or County procurement activities.

Mutual Indemnification:

Each party agrees to defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, employees, or agents.

Jurisdiction and Venue:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

Record Keeping:

1. If County intends to seek State or Federal reimbursement for the services provided by Contractor pursuant to this MOU, Contractor will retain and provide to County all bills and receipts for materials purchased (if any), and time sheets for personnel, if required for such reimbursement. Time sheets shall contain name of employee, employee's usual job location for emergency, number of regular hours worked, and number of overtime hours worked by date, and emergency work location. Bills and receipts for materials shall include description and quantity of materials purchased, date and location of purchase, date materials received. Contractor shall begin such incident record keeping upon beginning to provide the services requested by County.
2. County shall be responsible for submitting all reimbursement forms and documentation for County to receive State or Federal reimbursement. For clarity, County's obligation to pay Contractor for services performed pursuant to this MOU shall not depend on whether County receives State or Federal reimbursement.

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After Action Review (AAR):

If Contractor provides services pursuant to this MOU, County and Contractor shall conduct a joint AAR within 90 days of termination of the emergency.

Amendments:

This MOU may be amended at any time upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

Severability:

If any section, subsection, phrase or clause of this MOU is for any reason found to be invalid, such section, subsection, phrase or clause shall be severed from, and shall not affect the validity of, all remaining portions of this MOU that can be given effect without the severed portion.

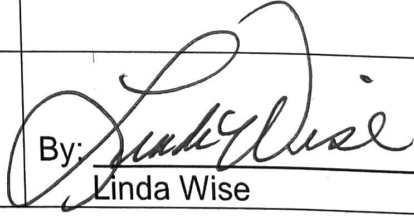
Counterpart Execution:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

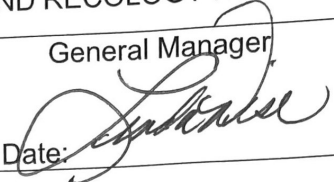
Authority to Execute:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date of the last signatory below.

COUNTY OF HUMBOLDT SHERIFF'S OFFICE OFFICE OF EMERGENCY SERVICES	RECOLOGY HUMBOLDT COUNTY
By: _____ William F. Honsal	By:  Linda Wise

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Sheriff Director of Emergency Services	General Manager 
Date:	Date: