



**California Mutual Aid Region (MAR) (II)
Intra-Region
Memorandum of Understanding
For Mass Care and Shelter Supplies**

I. Purpose

This Memorandum of Understanding (MOU) is made and entered into by County of Humboldt (County) and the California Department of Social Services (CDSS).

CDSS understands there exists a great potential for a natural disaster or catastrophic event capable of producing Mass Care and Sheltering needs that may overwhelm local and regional capability. CDSS is working in partnership with counties throughout the state to provide offered and requested State Mass Care and Shelter supplies for counties to be prepared and have available, sufficient supplies to meet estimated community needs resulting from a natural disaster or catastrophic event.

In preparation for such events, CDSS is offering the County, without monetary obligation, State Mass Care and Shelter supplies for the County to store and maintain to respond to a natural disaster or catastrophic event. The County may provide access and use of the supplies to cities within the County and to surrounding counties in the Mutual Aid Region (MAR) (II) to accommodate their need for emergency sheltering.

II. Agreement of Cooperation

Under this MOU, the County agrees to allow each county in MAR (II) to request and have access to the Mass Care and Shelter supplies and equipment warehoused by the County. The County agrees to make the items available to other counties in a manner determined by the County, in the spirit of cooperation and mutual aid, upon request and authorization of CDSS.

The County understands and agrees that the supplies and equipment may only be used for the stated purposes set forth in the MOU.

CDSS and the County agree as follows:

1. The County may request and CDSS will provide Mass Care and Shelter supplies that the County will store and maintain for the stated purposes set forth in this MOU and be responsible for all costs associated with the storage.
2. The County is authorized to enter into sub-agreements to release or reassign supplies and equipment or directly provide supplies and equipment without agreement to cities or other counties within MAR (II) that may request Mass Care and Shelter supplies and equipment through surrounding MAR (II) counties in accordance with the Standardized Emergency Management System (SEMS).

3. In the event of an emergency situation, the County may retain priority use of the locally stored sheltering supplies under this MOU and will update CDSS on the used inventory count to maintain accurate inventory numbers.
4. Accurate records and documents related to Mass Care and Shelter supplies and equipment assistance will be maintained by the County and provided to CDSS whenever the provided inventory counts change pursuant to use or provision to a city or other requesting county.
5. Operational policies and procedures and contact lists shall be developed by the County and provided to CDSS and MAR (II) Mass Care and Shelter contacts of each county.
6. CDSS and the County may terminate its participation in this MOU upon ninety (90) days advance written notice to the other party.
7. This MOU shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid contracts between the County and any other entity.
8. This MOU does not relieve the County or any other entity signing a sub-agreement with the County from the necessity and obligation of using its own resources for furnishing emergency Mass Care and Shelter services within any part of its jurisdiction.
9. The County assumes any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from any negligent acts or omissions or willful misconduct related to the storage, maintenance, and use of the supplies.
10. The County shall require in its sub-agreements that the entity provided Mass Care and Shelter supplies shall assume any and all responsibility to inspect and maintain the assets monthly.

III. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation set forth in this MOU. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

IV. Signatures

California Department of Social Services

Print Name: JR ANTABLIAN
Title: Branch Chief, Disaster Services
Signature: _____
Date: _____

County Authorized Representative

Print Name: Connie Beck
Title: Department of Health and Human Services Director
Signature: _____
Date: _____