

Rev. 23-52

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Ford County Emergency Management Agency

And

Champaign-Urbana Mass Transit District

This is an agreement between "Ford County Emergency Management Agency", hereinafter called Ford County EMA and "Champaign-Urbana Mass Transit District", hereinafter called MTD.

I. Definitions

According to 49 CFR 604, transit agencies which accept federal funds, such as MTD, are not permitted to provide charter service in general. An exception can be made in the event of a "declared emergency" or "declared disaster."

"Response and Recovery from Declared Emergencies and Disasters: A Resource Guide for Transit Agencies" provided by the Federal Transit Administration (FTA) and the U.S. Department of Transportation (DOT) states:

For the purposes of this resource document, a "declared emergency" is an emergency for which a local elected or appointed official activates the local emergency operations center (EOC) and requests mutual aid and state assistance. A "declared disaster" is a disaster for which a Governor activates the state EOC and requests emergency management assistance compact (EMAC)1 or other interstate mutual aid. More importantly, as used in this document, declared emergencies and disasters open the opportunity for transit agencies to obtain regulatory relief, resources, and reimbursements for their participation in response and recovery.

II Purpose & Scope

The purpose of the MOU is to identify the roles and responsibilities of each party as they relate to declared emergencies, or declared disasters, natural or man-made, in the instance that Ford County EMA requests assistance from MTD to provide transportation and other related services while also trying to meet the needs of its day-to-day operations in the Champaign County Area. However, some emergencies may affect the needs of day-to-day operations due to the scale and scope of the emergency.

The intention of this MOU is to establish a continuing relationship between Ford County EMA and MTD. MTD will act as a source for the response and recovery of emergency events from large-scale disaster type events in the area of Ford County. MTD will endeavor to satisfy the request should it have the resources available to do so at the time of request.

III. Description

Ford County EMA and MTD enter into this MOU in good faith for the provision of transportation services to Ford County in the event of a declared emergency or declared disaster. The following is representative of, but not limited to, the principal tasks MTD might be activated to accomplish:

- a. Transportation of evacuees from risk-areas to reception centers, shelters, or safe havens due to declared emergency or declared disaster
- b. Evacuations of special populations from facilities to include, but not be limited to nursing homes, long-term care facilities, day care centers, and corrections or jail populations due to declared emergency or declared disaster
- c. Emergency transportation from large venue areas due to declared emergency or declared disaster

IV. Deployment Activity

This agreement may be activated only by notifications by the Coordinator of the Ford County EMA or his designee that a declared emergency or declared disaster exists. Deployment activation, pursuant to the MOU, may occur at any time MTD is open for service. Service hours are posted on mtd.org.

Upon acceptance of deployment, MTD will dispatch the resources and personnel to support the declared emergency or declared disaster. MTD will endeavor to satisfy Ford County EMA's request should it have the resources available to do so at the time of the request in accordance with the aforementioned statement.

V. It is Mutually Understood and Agreed by and Between the Parties that:

Any service provided by MTD will be performed in a manner that is in the best interest of Ford County EMA, as determined jointly between Ford County EMA and MTD; with each party understanding that MTD will strive to assist Ford County EMA during a declared emergency or declared disaster while continuing to meet the needs of its customers within the Champaign-Urbana Mass Transit District.

MTD will 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 Ford County EMA.

VI. Hold Harmless/Indemnification

1. MTD will hold harmless and indemnify Ford County EMA against any and all claims for damages, including but not limited to all costs of defense, including attorney 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 function needs, special populations; during a declared emergency or declared disaster or reentry to the residence(s) or safe haven.

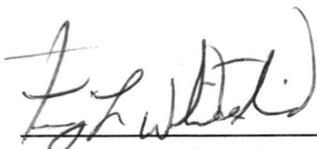
2. Ford County EMA shall indemnify and hold harmless MTD from any and all claims, actions, suits, proceedings, costs, expenses, judgements, damages and liabilities, including attorney fees arising out of, connected with or resulting from injury or property damage suffered by Ford County EMA's officers, employees, or agents.

VII. Funding

This MOU does not include the reimbursement of funds between two parties.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of the Ford County EMA and MTD 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 the date of signing and continue annually until amended or terminated by either party.

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MTD Representative	Date	Ford County EMA Representative	14 Jul 23