

Red. 25-43

## Memorandum of Agreement

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

Between: Ford County EMA

And

Tri-Point School District

#### 1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish a mechanism whereby through which Tri-Point School District (hereafter referred to as the Transportation Company) agrees to support the Ford County (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).

- a. Provide a bus for temporary shelter for Responders and/or displace residents (if it is a large fire).

#### 4. Terms

- a. This agreement shall be in full force and effect beginning the date of execution and ending 12/31/2030.
- 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**

- a. 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.
- b. This MOU does not include the reimbursement of funds between the two parties. The two parties may negotiate a fee for long-term services in "State or Federal Declared Disasters" if a high level of service is requested by Ford County Emergency Management.

#### **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

Tri-Point School District

#### Address

101 East Main Street, P.O. Box 128  
Kempton, IL 60946

#### contact information

Primary: Jay Bennett

Secondary: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Representative or Authorized Agent:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

### Ford County Office of Emergency Management

#### Address

200 West State Steet. Room B5  
Paxton, IL 6095

#### contact information

Primary: Terry Whitebird (217) 379-9415  
Secondary: Danny Neal (217) 379-9415

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Signature of Office of Emergency Management:

Chase McCall - Ford Co. Bd. Chairman  
Printed Name and Title

April 14, 2005  
Date

[Signature]  
Ford County Board Chairperson

[Signature]  
Ford County Clerk