**MEMORANDUM OF UNDERSTANDING (MOU) FOR USE OF FACILITIES**

**IN THE EVENT OF AN EMERGENCY OR DISASTER**

In the event of a catastrophic disaster or emergency, it is assumed that resources may be needed to sustain necessary services, specifically the essential program operations.

This Agreement serves to document understandings between and \_\_\_\_\_\_\_\_\_\_\_\_ for use of their facility as an Alternate Site where food bank can relocate necessary staff and equipment needed to continue this essential function.

Therefore, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ enter into this agreement as follows:

1. Facility Space: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ accepts designation of their agency facility located at *(address of facility)* as an Alternate Facility Site, in the event the need arises.

2. Use of the Facility: request to use facility as an Alternate Site will occur as soon as possible. Designation and use of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be mutually agreed upon by all parties to this agreement.

3. Modification or Suspension of Normal Facility Business Activities: \_\_\_\_\_\_\_\_\_\_\_\_\_ (name of facility) agrees to support of use of the Alternate Site as needed.

4. Use of Facility Resources: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of facility) agrees to authorize the use of facility equipment such as communications equipment, computers, Internet services, copying equipment, fax machines, etc.

Facility resources and associated systems will only be used with facility management authorization and oversight to include appropriate orientation/training as needed.

5. Costs: All reasonable and eligible costs associated with the emergency and the operation of the Alternate Site that include modifications or damages to the facility structure, equipment and associated systems directly related to their use in support of the Alternate Site facility operations will be submitted for consideration and reimbursement through established disaster assistance programs.

6. Liability: The Emergency Services Act, Government Code 8550 et seq. addresses immunity from liability for services rendered voluntarily in support of emergency operations during an emergency or disaster declared by the Governor.

7. Contact Information: (name of facility) will provide food bank the appropriate facility 24 hour/7 day contact information, and update this information as necessary.

8. Duration of Agreement: The minimum term of this MOU is two years from the date of the initial agreement. Subsequent terms may be longer with the concurrence of all parties.

9. Agreement Review: A review will be initiated by food bank and conducted following a disaster event or within two years after the effective date of this agreement. At that time, this agreement may be negotiated for renewal. Any changes at the facility that could impact the execution of this agreement will be conveyed to the identified primary contacts or their designees of this agreement as soon as possible. All significant communications between the Parties shall be made through the primary contacts or their designees.

10. Amendments: This agreement may be amended at any time by signature approval of the parties’ signatories or their respective designees.

11. Termination of Agreement: Any Party may withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the partnership created thereby will be considered terminated thirty (30) days from the date the non-withdrawing Party receives the notice of withdrawal from the withdrawing Party.

12. Capacity to Enter into Agreement: The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

For For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**To authorize facility use, call:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daytime phone number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

After-hours/emergency phone number

**To open facility, call:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daytime phone number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

After-hours/emergency phone number

**Alternate contact to open facility, call:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daytime phone number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

After-hours/emergency phone number