

SUBJECT: INFORMING THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE MATANUSKA-SUSITNA BOROUGH, DEPARTMENT OF EMERGENCY SERVICES, DIVISION OF EMERGENCY MANAGEMENT, AND MAT-SU SENIOR SERVICES FOR THE PROCUREMENT OF RESOURCES OR SERVICES DURING A DISASTER.

AGENDA OF: April 21, 2020

ASSEMBLY ACTION:

Presented to the Assembly 4-21-20
[Signature]

MANAGER RECOMMENDATION: For information only.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: *[Signature]*

Route To:	Department/Individual	Initials	Remarks
	Originator	CL	
	Emergency Services Director	KB	
	Purchasing Officer	<i>[Signature]</i>	
	Finance Director	CX	
	Borough Attorney	RE	
	Borough Clerk	<i>[Signature]</i>	

ATTACHMENT (S) : (1) Memorandum of Understanding between Matanuska-Susitna Borough, Department of Emergency Services, Division of Emergency Management, and Mat-Su Services.

SUMMARY STATEMENT:

This memorandum of understanding is for the purpose of allowing the Matanuska-Susitna Borough to procure equipment, services, food, care, shelter, or transportation from the Mat-Su Senior Services that may be needed in order to preserve life, property, or environment during a disaster.



MAT-SU SENIOR
SERVICES

Matanuska-Susitna Borough

Department of Emergency
Services

Division of Emergency
Management

And

Mat-Su Senior Services

Memorandum of Understanding

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Purpose:

This Memorandum of Understanding is for the sharing of critical information and resources between the Matanuska-Susitna Borough (the "Borough") and Mat-Su Senior Services ("MSSS") that may be needed in order to preserve life, property, or environment during a disaster, emergency, or for training or exercise in preparation for such disaster or emergency.

For purposes of this MOU,

- a "disaster" is defined as a natural or manmade event that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a jurisdiction and has been declared a "disaster" by an authorized official.
- an "emergency" is defined as any incident or situation – that has occurred, is occurring, or will occur in the immediate future – that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from a natural, technological, or manmade emergency situation, and which a local entity has declared as being beyond the capabilities of its local emergency response agencies.
- an "authorized official" is an employee or elected official designated by their position to formally declare states of emergency and commit resources.
- a "local emergency declaration" is a written document, signed by a borough, state, or federal chief executive officer, which specifies and attests to the occurrence or imminent threat of an emergency that is beyond the capabilities of all resources available to the local entity within its geographical boundaries.

Introduction:

The parties associated with this MOU are:

- the Matanuska-Susitna Borough
- Mat-Su Senior Services

Transportation is a major aspect of emergency response, specifically, to evacuate the access and functional needs population to ADA-compliant shelters. MSSS has unique capabilities to provide assistance, relief, and services for access and functional needs populations. If resource demands overwhelm Borough capability, it may seek out specialized support from MSSS.

Pursuant to this MOU, the parties seek to memorialize the collaborative participation of the parties in providing lifesaving resources and relief to Borough residents when called upon by the Borough Department of Emergency Services in the event of a local disaster. Nothing in this MOU is intended to modify requirements of either party for procuring or

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providing said resources or to eliminate the requirements for competitive bidding by a public entity.

Goals and Objectives:

Participation in Disaster Preparedness Efforts:

- MSSS will designate a representative (Designated Individual) to implement the terms of this MOU and will provide to the Borough's Emergency Manager the Designated Individual's name and contact information.
- When the need for resources have surpassed Borough capacity, then MSSS, within capability, will provide logistical support for emergency operations.
- The Borough will involve MSSS in emergency preparedness planning, response, and will provide expertise and instruction for MSSS employees.
- No party is required to provide assistance under this MOU unless it determines that it has sufficient resources to do so.

Financial arrangements:

Best Reasonable Price:

- In the event of a disaster declaration by the Borough or State of Alaska, the Borough may contact the Designated Individual to procure resources and/or services in the open market at the best reasonable price including any equipment, services, food, care, shelter, or transportation. MSSS agrees to assist the Borough to the best of its capacity and contingent upon the availability of the requested support. The term "best reasonable price" shall be no greater than fair market value or fair market rental value; but nothing in this MOU shall preclude the MSSS from offering a price less than fair market value or fair rental value at the time of disaster to assist with emergency aid, assistance, or services.

Procurement Terms:

- Parties, through their designated authorized representatives, shall determine the terms of the procurement or use.

This MOU will not impose any financial responsibility on the Parties, except that each Party will be responsible for the costs it incurs in its own interests, related to the support of the MOU. All of the Borough's obligations under this MOU are subject to lawful appropriations for the specific purpose of carrying out the Borough's obligations.

Evaluation and Distribution:

Evaluation and update of the MOU will include:

- Goals and objectives
- Parties' roles and responsibilities
- Point of contact

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- Financial arrangements
- Duration, withdrawal, and termination between Parties.

All Parties will review and update MOU periodically, but at least every five (5) years or upon written request by a participant.

This MOU will be distributed to respective personnel among all Parties. The distribution is as follows:

- Borough Department of Emergency Services
- Borough Attorney
- Borough Administration
- MSSS

Duration, Withdrawal and Termination:

- The term of this MOU is five (5) years commencing on the latest date of acceptance as noted in signatures below.
- Any Party may terminate its participation in this MOU at any time, for any reason or for no reason by providing written notice to the other party or of its intent to terminate at least ten (10) days prior to the effective date of its termination.

Miscellaneous:

- Media Relations and Release of Information: MSSS agrees that information related to the disaster will be reviewed and cleared for release by the Borough Public Information Officer, prior to release to the media or the public. The intent is to assure consistent messaging and flow of information.
- Third Party Beneficiary Rights: The Parties do not intend to create in any other individual or entity the status of third Party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between and among the Parties to this Agreement, and shall inure solely to the benefit of such Parties. The provisions of the Agreement are only intended to assist the Parties in determining and performing their obligations under this Agreement. The Parties expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce its provisions, to seek any remedy arising out of a Party's performance to failure to perform any term or condition herein, or bring an action or suit for the breach of any terms or condition herein. Each party is responsible for its own actions under this MOU.
- In performing its duties under this agreement, neither Party may discriminate against any person on the basis of sex, race, color, national origin, religion, disability or status as a protected veteran.

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Amendment:

- This MOU may only be modified or amended by written agreement signed by both parties.

Assignment:

- Neither party may assign its rights, responsibilities, or obligations arising out of this agreement without prior written consent of the other party.

Jurisdiction; Choice of Law

- The law of the state of Alaska shall govern the interpretation of the terms of this MOU and the rights and obligations of the parties. Any actions relating to this MOU shall be brought in the superior court for the Third Judicial District of the State of Alaska at Palmer.

Effective Date and Signature:

- All Parties acknowledge that they have read and understand the terms of this agreement, have had opportunity to review the same with counsel of their choice, and are executing this agreement of their own free will.
- This agreement is being executed by the Parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any Party. The titles of sections in this agreement are not to be construed as limitations or definitions, but are for identification purposes only.
- This MOU is effective on the date of the last signature.

Matanuska-Susitna Borough, 350 E. Dahlia Ave, Palmer, AK 99545

John Moosey

Date

Manager, Matanuska-Susitna Borough

Mat-Su Senior Services, 1132 Chugach St, Palmer, AK 99645

Elaine Phillipps

3/24/20

Date

CEO, Mat-Su Senior Services

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