

MEMORANDUM OF UNDERSTANDING
Between the Whale Pass Community Association and
Southeast Island School District

Concerning the
Whale Pass School use as a Primary Shelter location in a Disaster Situation

PURPOSE

This Memorandum of Understanding (MOU) is made and entered into by the Whale Pass Community Association and Southeast Island School District (SISD). The purpose of this MOU is to outline the terms under which the Whale Pass School may be dedicated for use as a Primary Shelter location during a local disaster emergency per Alaska Statute 26.23.140.

DEFINITIONS

1. Disaster: (as defined in AS 26.23.900(2)) the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property, or shortage of food, water, or fuel resulting from
 - A. an incident such as storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, avalanche, snowstorm, prolonged extreme cold, drought, fire, flood, epidemic, explosion, or riot;
 - B. the release of oil or a hazardous substance if the release requires prompt action to avert environmental danger or mitigate environmental damage;
 - C. equipment failure if the failure is not a predictably frequent or recurring event or preventable by adequate equipment maintenance or operation;
 - D. enemy or terrorist attack or a credible threat of imminent enemy or terrorist attack in or against the state that the adjutant general of the Department of Military and Veterans' Affairs or a designee of the adjutant general, in consultation with the commissioner of public safety or a designee of the commissioner of public safety, certifies to the governor has a high probability of occurring in the near future; the certification must meet the standards of AS 26.20.040(c); in this subparagraph, "attack" has the meaning given under AS 26.20.200; or
 - E. an outbreak of disease or a credible threat of an imminent outbreak of disease that the commissioner of health and social services or a designee of the commissioner of health and social services certifies to the governor has a high probability of occurring in the near future; the certification must be based on specific information received from a local, state, federal, or international agency, or another source that the commissioner or the designee determines is reliable
2. Disaster emergency: (as defined in AS 26.23.900(2)) the condition declared by proclamation of the governor or declared by the principal executive officer of a political subdivision to designate the imminence or occurrence of a disaster

AUTHORITY

This contract is made with reference to the following facts:

- The Whale Pass School has the capacity to serve as a Primary Shelter in the event of a local disaster emergency.
- The Whale Pass Community Association and the SISD intend to cooperate and collaborate to serve the community in such an event.
- The Whale Pass Community Association and the SISD understand and mutually agree to the extent possible, with consideration to available resources, current federal, state, and local laws, policies, regulations, and procedures, to reciprocate assistance in accordance with the provisions of this MOU.

LIABILITY & FEDERAL IMMUNITY

1. None of the parties to this agreement waive any of their sovereign or statutory immunities that are otherwise available under United States, Alaska or municipal law, or provide any liability protections or indemnification to one another under this agreement.
2. The SISD by volunteering to be used as a local disaster emergency shelter without any compensation for its use, is designated as a primaryshelter location.
3. In the event that property damage occurs when using the Whale Pass School:
 - a) Whale Pass Community Association shall be liable for any and all claims, demands, expenses, liabilities, and losses (including reasonable attorney's fees) as a result of incidents or damages to the facility which may arise out of any acts or failures to act of Whale Pass Community Association, its employees, agents, or contractor, in connection with using this site as a local disaster emergency shelter. Property damage to the Facility shall be identified and reported to the appropriate Whale Pass Community Association officials within 30 days of the shelter closing, and;
 - b) SISD shall be liable for any and all claims, demands, expenses, liabilities, and losses (including reasonable attorney's fees) as a result of incidents or damages to the Facility which may arise out of any acts or failures to act of the Facility, its employees, agents or contractors, in connection with the performance of the services provided by the Facility pursuant to this Agreement.
4. Property damage not covered by any of the above conditions shall be the responsibility of SISD.

SCOPE

This agreement will be activated:

When the Whale Pass Community Association Emergency Management officials determine a local condition is imminent or exists that warrants the implementation/activation of the community's Disaster Plan.

RESPONSIBILITIES of WHALE PASS COMMUNITY ASSOCIATION

Planning:

1. Provide a point of contact person to answer questions that the facility may have about these arrangements.
2. Designate and plan for the location(s) within the Whale Pass School that will be used as a local disaster emergency shelter.
3. Develop plans and identify internal resources to support the use of the Whale Pass School as a shelter.
4. Follow all appropriate laws, regulations and policies.

Activation and Operation:

1. Assure the replacement or reimbursement to the facility for any consumable supplies (including telephone charges, faxes, copying supplies, etc.) that may be used by Whale Pass Community Association during a disaster emergency.
2. Coordinate with the Whale Pass Community Emergency Management officials for the provision of security personnel.
3. Assure that any post-event cleanup that may be needed is performed.
4. Provide training for personnel who will staff the shelter.
5. Store, organize, and maintain materials for use at the site.

RESPONSIBILITIES of SOUTHEAST ISLAND SCHOOL DISTRICT

Planning:

1. Allow facility to be visited by members of the Whale Pass Community Association, local law enforcement, and, if applicable, the National Guard for the development and maintenance of a site plan.
2. Allow facility to be listed in the community's Emergency Preparedness Plan as the local disaster emergency shelter.
3. Encourage facility staff to participate in training for personnel willing to serve as POD clinic volunteers.

Designate points of contact in case of emergency:

1. An Administrative point of contact, who will serve as the primary point of contact. This person should have authority to open the building.
2. A Facilities point of contact, who will work with Whale Pass Community Association staff to move tables, chairs, etc.

Points of Contact

Primary/Administrative Point of Contact

Name: Nick Higson
Title: Principal/Assistant Superintendent
Address: P.O. Box 19569, Thorne Bay, AK 99919
Telephone: 907-370-3620
Email: nhigson@sisd.org

Facility Point of Contact

Name: Christine Cook
Title: Lead Teacher, Whale Pass School
Address: Box WWP, Ketchikan, AK 99950
Telephone: 907-846-5320
Email: ccook@sisd.org

Operations:

Upon request from the Whale Pass Community Association Emergency Management officials, facility personnel will permit, to extent of the facility's ability, the use of the physical facilities and available equipment to the Whale Pass Community Association staff within 12 hours of the request. This will be for the time period being requested, for the intended purpose of dispensing clinics for disease prevention and control activities. This includes (but not limited to the following items):

(By manually marking the appropriate check boxes below SISD acknowledges it will provide or make available the item(s) indicated).

- | | |
|---|---|
| <input type="checkbox"/> Telephones | <input type="checkbox"/> Storage space during the event for supplies |
| <input type="checkbox"/> Copy machine | <input type="checkbox"/> Separate room that can be used as a command center |
| <input type="checkbox"/> Computers | <input type="checkbox"/> Separate room that can function as a staff break room, can also double as a training room if a separate training room is not available |
| <input type="checkbox"/> Fax machines | <input type="checkbox"/> Bathrooms for public and staff, (can be shared) |
| <input type="checkbox"/> Access to internet | <input type="checkbox"/> Refrigerator |
| <input type="checkbox"/> Tables | <input type="checkbox"/> Parking areas |
| <input type="checkbox"/> Chairs | <input type="checkbox"/> Trash/pick-up for regular trash (not medical waste as defined by OSHA) |
| <input type="checkbox"/> Desks | <input type="checkbox"/> Snow removal if needed |
| <input type="checkbox"/> Cots | <input type="checkbox"/> Hand truck to move supplies within the facility |
| <input type="checkbox"/> Wheelchairs | |
| <input type="checkbox"/> Directional signage | |
| <input type="checkbox"/> Access to crowd control stanchions/cones/dividers (if part of on-hand equipment inventory) | |
| <input type="checkbox"/> Access for supply drop off/delivery separate from the public entrance | |

DURATION OF THE AGREEMENT

The effective period of this Memorandum of Understanding (MOU) begins on the date of signature and remains in effect indefinitely unless modified, changed, amended or terminated in writing by either party with 30 days' notice. Either party may request a review of the Memorandum of Understanding at any time.

DESIGNATED REPRESENTATIVES

NAME is the authorized representative for the Whale Pass Community Association. Lauren Burch is the authorized representative for SISD. Changes in designated representatives shall occur only by advance written notice to either party.

MODIFICATION, CHANGE, AMENDMENT, OR TERMINATION

Any modifications, changes, amendments or termination to this agreement must be in writing, and are contingent upon the approval of Whale Pass Community Association and Southeast Island School District.

MISCELLANEOUS

1. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any party against the parties, their parent agencies, the State of Alaska, the United States, or the officers, employees, agents or other associated personnel thereof.

2. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between these parties of the tasks and methods for performing the described tasks. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that the State of Alaska will appropriate funds for such expenditures.

CONCURRENCE

It is agreed that this written statement embodies the entire agreement of the parties regarding this affiliation. All parties to this agreement concur with the level of support and resource commitments described in this document.

Lauren Burch
Superintendent, Southeast Island School District

(Name)
Whale Pass Community Association

Date

Date