

Appendix E

SANTA BARBARA COUNTY CAER INDUSTRIAL MUTUAL AID

MEMORANDUM OF UNDERSTANDING

I. INTRODUCTION

The purpose of this Memorandum of Understanding (hereinafter "MOU") is to establish a vehicle for CAER member companies to provide and receive mutual aid assistance. The Santa Barbara County CAER Industrial Mutual Aid Group is a voluntary emergency response cooperative of member companies as defined by the scope of this MOU. Any member of the group may elect to volunteer assistance to another member upon their request for aid during an emergency. This MOU serves to formalize the willingness of member companies to assist one another in times of emergency to the extent they are capable, without jeopardizing the capabilities of emergency response at their own facility.

II. SCOPE

The scope of this MOU applies to members of the Santa Barbara County CAER Industrial Mutual Aid Group located within the Goleta Industrial Sector, including public entities such as UCSB and special districts.

Participation in this MOU is strictly voluntary. No member is obligated to release equipment, material or personnel if it elects not to do so. Members participating in this MOU should ensure the adequacy of their own resources before providing another member with mutual aid. This MOU does not obligate a member to provide mutual aid if it is unable to do so. Releases of resources pursuant to this MOU are made at the sole discretion of the management of each member.

III. STANDARDS OF MEMBERSHIP

In keeping with the spirit of this MOU, each CAER Industrial Mutual Aid Group member shall strive to:

- 1 Maintain a sound emergency preparedness program for their facility including an adequate emergency response plan, trained personnel and equipment sufficient to respond to an event or emergency likely to occur at their facility.
- 2 Maintain and implement an Incident Command System (ICS), which provides for a coordinated interface with governmental emergency response agencies. Members will appoint an “Industry Representative” under the ICS who can provide assistance and coordination among response agencies and member facilities during an emergency.
- 3 Include in their facilities’ Emergency Response Plan, protocols consistent with those designated in the *CAER Industrial Mutual Aid Plan*, for properly requesting and receiving assistance from CAER Industrial Mutual Aid Group members.
- 4 Participate in regular CAER meetings and workshops.
- 5 Provide a current list of equipment and materials, which, under most circumstances, could be furnished to a stricken facility in case of an emergency warranting mutual aid. Each member also agrees to furnish lists of their emergency contacts for the facility that are authorized to request or release resources under this MOU.
- 6 Participate in emergency response drills and exercises with other CAER Industrial Mutual Aid Group members and public emergency response agencies.

- 7 Assign a facility representative (or representatives) who has been trained to activate mutual aid to serve in the role of “Mutual Aid Coordinator” for their facility or another member requiring mutual aid assistance.
- 8 Maintain the integrity of equipment borrowed through the mutual aid process. The responsible company shall replace materials used and/or equipment damaged due to the emergency, in cash at current prices, or in kind. Industrial Mutual Aid Group members shall be compensated for use of material and/or equipment at customary and reasonable rates.
- 9 Be responsible for any of their employee’s normal wages, insurance, and other benefits while on a CAER mutual aid assignment.
- 10 Ensure that equipment being offered for mutual aid is adequately maintained and available for use in an emergency, and that equipment inventories are kept updated in the *CAER Mutual Aid Plan*.
- 11 Perform an annual self-evaluation to ensure that the Standards of Membership listed above are adequately addressed. Members shall file documentation of the self-evaluation with the Santa Barbara County CAER group chair/co-chair. (Attached)
- 12 The requesting company, its officers and agents, shall indemnify, defend and hold harmless each and every CAER member requested to provide aid and responding to or providing assistance of any kind hereunder from any and all damages, losses, costs, expenses, liabilities or claims (including reasonable attorney fees) incurred by any individual or company. The requesting company shall bear all risk or liability arising out of or relating to its possession or use of any equipment, supplies, services or other assistance provided as a result of the requesting company’s participation hereunder. The intention of this provision is to indemnify CAER members who provide goods or services hereunder.

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