

**California Mutual Aid Region (MAR) I
Intra-Region Agreement
For Mass Care and Shelter Supplies**

This Agreement is made and entered into by Orange County and the California Department of Social Services (CDSS).

CDSS understands there exists a great potential for a natural disaster or catastrophic event capable of producing Mass Care and Sheltering needs that may overwhelm local and regional capability.

In preparation for such events, CDSS is working in partnership with Orange County to warehouse State Mass Care and Shelter supplies for Orange County and surrounding counties in Mutual Aid Region (MAR) I for emergency sheltering needs.

Under this Agreement, CDSS and each county in MAR I will have access to the warehoused Mass Care and Shelter supplies and equipment which can be made available by the county housing the resources, in the spirit of cooperation and mutual aid, upon request and authorization of CDSS.

Orange County enters into this Agreement for the prudent use and reimbursement of Mass Care and Shelter supplies and equipment to be utilized in assisting any county upon request from CDSS.

CDSS and Orange County agree as follows:

1. The Mass Care and Shelter designees from an affected County within MAR I may request emergency Mass Care and Shelter supplies and equipment through surrounding MAR I Counties in accordance with the Standardized Emergency Management System (SEMS).
2. In responding to the request of an affected County (“Requesting County”) or to MAR Region I as a whole, the warehousing County (“Warehousing County”) shall provide emergency Mass Care and Shelter supplies and equipment to the extent reasonably available to meet the requested needs.
3. Accurate records and documents related to Mass Care and Shelter supplies and equipment assistance will be maintained by both the Requesting and Warehousing County and shared with CDSS.
4. Release or reassignment of supplies and equipment among the counties in MAR I, shall be coordinated in partnership with the CDSS Mass Care Region I Coordinator, the Requesting County, and the Warehousing County.

5. Operational policies and procedures and contact lists shall be developed by the Warehousing County to be shared with CDSS and MAR I Mass Care and Shelter contacts of each county.
6. The Requesting County is the controlling authority for use of Mass Care and Shelter supplies and equipment within its jurisdiction. In those instances where the Warehousing County's operational area personnel arrive on scene before the Requesting County, the Warehousing County's personnel will take only such action as determined reasonably necessary to address the emergency sheltering situation.
7. CDSS and/or Orange County may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other parties.
8. This Agreement shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid contracts between any of the Counties for Mass Care and Shelter services.
9. This Agreement does not relieve any County from the necessity and obligation of using its own resources for furnishing emergency Mass Care and Shelter services within any part of its jurisdiction. An Assisting County's response to a request for assistance will be dependent upon the existing emergency conditions within its jurisdiction and the status of its resources.
10. The Hosting County housing the Mass Care and Shelter supplies assumes any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from any negligent acts or omissions or willful misconduct related to the storage, maintenance, and use of the supplies.
11. The Hosting County housing the Mass Care and Shelter supplies assumes any and all responsibility to inspect and maintain the assets monthly.

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation set forth in this MOU. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

CDSS Date

COUNTY OF ORANGE,
a political subdivision of
the State of California

Date

Wendy J. Phillips
Wendy J. Phillips
Senior Deputy County Counsel
APPROVED AS TO FORM

11/16/21
Date