



## Memorandum of Agreement

This Memorandum of Agreement (hereinafter referred to as "Agreement"), executed by and between:

\_\_\_\_\_, an agency of the National Government organized and established under Federal Act No. 11134 otherwise known as the "Higher Education Act of 1994," with address at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ represented by its \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, herein referred to as "FIRST PARTY";

-and-

\_\_\_\_\_, a company/firm/organization established under laws of the State of Washington with principal office at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, represented herein by its \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, herein referred to as "SECOND PARTY"

### BACKGROUND

The SECOND PARTY is a transport service operator and a legitimate franchise owner duly registered in the Land Transport Franchising and Regulatory Board who shall provide support services for operation in times of call as needed by the Local Government Authorities.

### PURPOSE

The Parties set forth herein the terms and conditions, the scope of work, and their responsibilities in this Agreement. The Parties agree to work together as cooperating parties in agree to support each other and work together as cooperating parties during emergencies and call to action government for evacuations and for the safety of transportation of the affected.

## DESCRIPTION

The Parties enter into this Agreement in good faith for the purpose of providing transportation services in accordance with governmental orders for evacuation resulting from natural or human caused disasters. The following are the duties of the SECOND PARTY:

- A. Transportation of evacuees from risk areas to evacuation centers and shelters as instructed by the disaster management officers.
- B. Provide recommendations for modification for improvement of transportation services to better serve the transportation needs of evacuees
- C. Return evacuees from evacuation sites and safety areas to their residences (re-entry).

## DEPLOYMENT

By notification of the designated Incident Commander (IC), their assignees, or the Second Party's commanding officer, this Agreement shall take effect without regard to the work hours mandated by law, including weekends and/or holidays.

Upon acceptance of deployment, the SECOND PARTY shall have prepared the necessary equipment and must be able to be at the designated location of the incident within 120 minutes from the time the deployment notification was received.

## TERMS

This Agreement shall take effect on the date of execution by the express act of the party representatives through the signing of this Agreement. This Agreement shall remain effective for one year, and shall renew automatically every year unless terminated by any of the parties hereto by sending a written notice of termination to the other party.

The SECOND PARTY shall secure all the licensing and permits for transportation and operation of services and shall ensure to abide by all federal, state and local laws

In all cases, the deployed personnel of the SECOND PARTY shall be properly identified by uniform and employer identification card with photo and shall only deploy upon receipt of instruction under the terms of official deployment notification.

The SECOND PARTY shall log and maintain records of activities, including travel date and time, routes, and distance.

## INVOICE

The SECOND PARTY shall deliver the invoice to the FIRST PARTY with details to the total cost of services on the principal address as stated in this Agreement.

## CONTRACTUAL CLAIMS

This Agreement shall be construed and governed in accordance with the laws of the state of \_\_\_\_\_. Any claims by any Party may be resolved by dispute resolution proceedings chosen by the Parties.

## INDEMNIFICATION

The Parties shall hold harmless, release, and indemnify each other any and against all claims for damages, including, but not limited to all costs of litigation or attorneys fees, injury, causes of action, or any other claims arising from the operations contemplated in this Agreement.

## SIGNATORY AUTHORITY

By the signatures below, the Parties agree to the terms contained in this Agreement.

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

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



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