



ST. JOHN

THE BAPTIST PARISH

**EMERGENCY RESPONSE MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. JOHN THE BAPTIST PARISH
AND NEW WINE CHRISTIAN FELLOWSHIP**

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby made and entered into by and between New Wine Christian Fellowship located at 1921 W. Airline Hwy., LaPlace, LA 70068 (hereinafter referred to as "NWCF") and St. John the Baptist Parish located at 1801 W. Airline Hwy, LaPlace, LA 70068(hereinafter referred to as "**Parish**").

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in MOUs with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, NWCF and the Parish has determined that the facility (gym) located at 1921 W. Airline Hwy, LaPlace, LA; facility (church) located at 1929 W. Airline Hwy, LaPlace, LA and the adjacent parking lot may be suitable for the use as a public shelter of Last Report or staging area, or for other purposes in connection with emergencies and disaster recovery efforts. (The facility is referred to as a NWCF). Upon request by the Parish Public Safety Director or designee (which may be made orally or in writing), Owner will make NWCF available to the Parish for use as a Shelter of Last Resort or Staging Area; and

WHEREAS, NWCF has the resources to shelter and temporarily house public citizens as evacuees and those rescued in response to emergencies and it is in the best interest of the Parish that these public citizens are evacuated and sheltered on behalf of the Parish; and

WHEREAS, NWCF affirms that it has the legal authority to conduct and/or provide for all necessary and approved work related to emergencies or disasters; and

WHEREAS, NWCF has agreed to comply by the terms of this agreement.

NOW THEREFORE, the St. John the Baptist Parish Government and NWCF for the consideration and under the conditions set forth, do agree as follows:

PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is to establish the responsibilities between the Parish and NWCF during emergencies and disasters. NWCF agrees to provide assistance to the Parish, certain services on a volunteer basis for an evacuation reception center, staging area, and/or shelter of last resort benefiting the citizens of the Parish.

DEFINITION

Disaster Recovery: Those activities conducted to restore a community as close to the predisaster conditions as possible, once emergency conditions have abated.

Emergency: A situation that, due to its severity requires extraordinary response by the parish, including a request for services or resources beyond the capability of the Parish government.

Emergency Operations Plan (EOP): A set of doctrines to prepare civil society to cope with natural or man-made disasters & will describe how people will be protected.

Evacuation Reception Center (ERC): A facility used during an emergency to receive evacuees in order to coordinate their transportation to appropriate shelter facilities.

Federal Disaster Declaration: A Presidential declaration pursuant to the Compact of Free Association to make federal funds available for emergency relief and reconstruction.

Local Declaration of Emergency: The existence of conditions that due to their severity require extraordinary action by the Parish President as provided through the authority of LA. R.S. 29:721 *et. seq.*

Mutual Aid: Includes, but is not limited to, evacuation and sheltering of public citizens evacuated from a disaster area.

Shelter of Last Resort: A facility equipped to temporarily house evacees.

Staging Area: An area where evacuees and or other resources can be gathered prior to an emergency event.

IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES
THAT:

Responsibilities of Parish

- 1) Upon direction from the Director of Public Safety or designee, request activation of an ERC by NWCF in accordance with the Parish Emergency Operations Plan (EOP).
- 2) In the event the MOU is activated, the parish will name NWCF as additional insured.
- 3) Provide support for the successful implementation of the Plan, including generator power.
- 4) Schedule pre-trained Parish staff to assist in EOP operations, as requested by NWCF.
- 5) In the case of a Local Declaration of Emergency by the Parish President, assist NWCF with setting up and breaking down the facility, reimbursement of supplies used, janitorial services during and following use of the facility, sanitation disposal, and payment of utilities associated with use for the emergency.
- 6) In the case of a Federal Disaster Declaration by the President of the United States, assist NWCF with eligibility determination of incurred costs and submit PWs for all eligible claims.
- 7) Work with NWCF to identify other possible funding sources for reimbursement and assist in submitting reports and invoices for documentation.
- 8) Provide positional training for designated staff from NWCF.

Responsibilities of NWCF

- 1) Activate and demobilize an ERC upon request from the Director of Public Safety or designee
- 2) Assign key positions to NWCF staff as appropriate.
- 3) Consult with the Director of Public Safety or designee regarding assistance with ERC location as needed.
- 4) Request assistance from the Director of Public Safety or designee for needs such as equipment, supplies, staffing, and technical assistance.
- 5) Document volunteer referral data and submit regular reports to Parish during an activation according to procedures established in the EOP.
- 6) Maintain accurate documentation of services provided and costs incurred during emergencies or disasters.
- 7) Prepare invoices identifying NWCF's emergency-related costs incurred including the total number of volunteer hours documented as incurred according to procedures established in the EOP.

Joint Responsibilities

- 1) Manage the set-up, operations, and demobilization of all facilities under the National Incident Management System (NIMS).
- 2) Ensure the established ERC is announced to the media and participating agencies through the Parish Public Information function.

- 3) Participate in After-Action Review Process.
- 4) Ensure the citizens are staged/sheltered in the 1921 W. Airline Hwy. location only; the 1929 W. Airline Hwy location will be used as overflow for citizens only.

In the event there is no Local Declaration of Emergency or Federal Disaster Declaration, the ERC will not be activated unless there is a joint decision to do so. It will be the responsibility of St. John the Baptist Parish Government to cover all cost in regards to all disasters.

COST RECOVERY

Evacuation Reception Center (ERC) Operations: Use of NWCF as an Evacuation Reception Center will be considered a donation to the community. In the event of a Local Declaration of Emergency, NWCF would be able to invoice Parish to recover any emergency support cost provided to Parish. In the event of a Federal Disaster Declaration by the President of the United States, parish would assist NWCF with the FEMA reimbursement process. Payment to NWCF CAN NOT be contingent upon Parish reimbursement from FEMA. Parish shall be directly liable for all cost incurred as a result of disasters during use of New Wine Christian Fellowship Facilities. Once the emergency has been abated and the facility is no longer used to support disaster recovery operations, these costs may not be eligible for local or federal reimbursement.

MODIFICATIONS

This agreement sets forth the full and entire understanding of the parties regarding the matter herein. This agreement may be modified by mutual consent of the parties. Such modification(s) shall be in writing.

TERMS OF AGREEMENT

This agreement will become effective on June 1, 2016 and end December 31, 2020.

WITHDRAWAL OF PARTICIPATION

Any party to this agreement may withdraw as a participant upon providing a thirty (30) day prior written notice to the other party. NWCF's participation in this project is voluntary and NWCF may withdraw from the project at any time. If NWCF withdraws from the project at any point, the Parish will be responsible for any costs incurred or contracts or subcontracts entered into by the NWCF.

INDEMNIFICATION AND HOLD HARMLESS

Each of the parties signatory to this agreement agrees to indemnify and hold all other parties harmless and waives all claims for compensation for any loss, damage, personal injury, death, or other entanglement incurred arising as a consequence of general or

specific acts or omissions of the indemnifying parties' own employees, agents and designated representatives in the performance of this agreement.

DUPLICATION OF BENEFITS

To avoid duplication of benefits, NWCF must not receive funds from more than one source for the same activity. If such other funds are received or available to NWCF, then NWCF will immediately voluntarily remit the duplicated funds to the Parish.

RIGHT OF ACCESS

NWCF grants freely and without coercion the right of access and entry to the subject property to the Parish of St. John the Baptist.

ACCESS TO RECORDS AND REPORTS

Pursuant to the provisions of the Code of the Parish of St. John the Baptist, Chapter 1, Art. VII, Sect. H (relative to the operations and authority of the Parish to conduct an independent audit of all accounts and financial transactions of the parish), incorporated herein by reference), NWCF agrees to provide the Parish access to all books, documents, papers, and records of NWCF which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. NWCF agrees to maintain all books, records, accounts and reports required under this agreement for a period of three years from the end of the performance period.

IN WITNESS THEREOF this agreement has been executed and approved on this 28th day of April 2016 and is effective and operative as to each of the parties as herein provided.

Natalie Robottom

Natalie Robottom
Parish President
St. John the Baptist Parish

Neil Bernard

Reverend Neil Bernard
Pastor
New Wine Christian Fellowship

Witness: Meghan Collins

Witness: T B Roberts

Witness: Julie C. Kiste

Witness: Jamela Jordan