

MEMORANDUM OF UNDERSTANDING FOR EMERGENCY PURCHASES

This Memorandum of Understanding for Emergency Purchases (“MOU”), entered into this ____ day of _____, 2013 (“Execution Date”), by and between the CITY OF SANTA MONICA, a California municipal corporation (“City”), and _____, (“Business”), is made with reference to the following:

RECITALS:

A. Santa Monica Municipal Code Section 2.24.120 authorizes emergency purchases during certain circumstances of a local emergency. In advance of any local emergency, the City seeks to retain a list of available local businesses willing to provide necessary supplies, materials, equipment, services, food, care or shelter to the City of Santa Monica through the Office of Emergency Management.

B. Pursuant to this MOU, the parties seek to memorialize the participation of the Business on the City’s list of businesses willing to participate in providing emergency supplies and relief as and when called upon by the Office of Emergency Management in the event of an existence of a local emergency. Nothing in this MOU is intended to modify requirements of either party for procuring or providing said supplies or to eliminate the requirements for competitive bidding by a public entity.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

AGREEMENT

Section 1. Designated Individual.

The Business shall designate an officer, employee or agent (“Designated Individual”) authorized to implement the terms of this MOU and will provide to the City’s Director of Emergency Management the Designated Individual’s name and emergency contact information. The Business will return the completed contact information form attached as Exhibit A to the City's Director of Emergency Management.

Section 2. Best Reasonable Price.

In the event of a local emergency pursuant to SMMC Section 2.24.120, the City may contact such Designated Individual to procure in the open market at the best reasonable price any supplies, materials, equipment, services, food, care or shelter. The Business agrees to assist the City to the best of its capacity and contingent upon the availability of the requested emergency supplies. The term “best reasonable price” shall be no greater than fair market value or fair rental value; but nothing in this MOU shall preclude the Business from offering a price less than fair market value or fair rental value at the time of disaster to assist with emergency aid, assistance or services. To establish the benchmarks of fair market value during the term of this Agreement, the Business will provide the City with price lists, customary rates, pricing sheet, pricing formula

or other evidence of fair market value ("Price Lists") upon the Execution Date, and agrees to update such Price Lists from time to time.

Section 3. Procurement Terms.

The terms of the procurement shall be determined by the parties, through their designated authorized representatives, prior to purchase.

Section 4. Term.

The term of this MOU shall commence on the Execution Date, and shall continue for three (3) calendar years thereafter, unless earlier terminated by either party by thirty (30) calendar days written notice to the other party or extended by the parties pursuant to an option to extend as set forth herein. Either party may exercise up to two (2) options to extend the MOU by one calendar year in writing by letter or email to the other, and upon exercise of the option, the term of the MOU shall be automatically extended.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed the day and year first above written.

ATTEST:

CITY OF SANTA MONICA
a municipal corporation

SARAH P. GORMAN
City Clerk

By: _____
ROD GOULD
City Manager

APPROVED AS TO FORM:

MARSHA JONES MOUTRIE
City Attorney

BUSINESS

By: _____

Title: _____



EXHIBIT A

EMERGENCY CONTACT INFORMATION*

**(MEMORANDUM OF UNDERSTANDING
FOR EMERGENCY PURCHASES)**

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON(S): _____

BUSINESS PHONE #: _____

CELL-PHONE #: _____

(for off hour emergency)

E-MAIL ADDRESS: _____

ALTERNATE EMAIL: _____

(for off hour emergency)

*Confidential: The information contained herein may contain personal contact information to be used only in the event of an emergency as defined under S.M.M.C. Section 2.24.120. The completed contact information will be maintained by the City of Santa Monica's Office of Emergency Management and only disclosed in compliance with applicable law.