Memorandum of Understanding

Initial Post-Damage Safety Evaluation of Facilities

PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the [AHJ] and [name] is to document [AHJ]’s agreement to, and to establish policies and procedures for, [name] to conduct initial post-damage safety evaluations of buildings it owns at [building addresses].

BACKGROUND

Under [applicable law] and the [adopted building code], [AHJ] has direct responsibility and authority over the safety and inspection of structures within the [name of jurisdiction]. However, [name] employs staff or consultants who have the skills and training to perform post-damage safety evaluations of the buildings owned by [name]. In a large-scale disaster, [AHJ] and [name] both recognize these staff are likely to be able to conduct the necessary safety evaluations sooner than [AHJ] staff, which will aid [name of jurisdiction] in responding to and recovering from the disaster.

[AHJ] has designed policies and procedures to accommodate other entities who wish to conduct advisory safety evaluations of damaged buildings they own. These policies and procedures allow the entity, with [AHJ] approval as documented in a MOU, to post buildings with “advisory tags” that effectively communicate the safety status of the building, **but do not carry [AHJ]’s authority**.

PROVISIONS

[Name] is permitted to conduct initial safety evaluations of the buildings it owns and post the results on the buildings, subject to the conditions documented in this MOU and only in the following circumstances:

1. When [name of jurisdiction] has declared an emergency or disaster because of an event that affected or may have affected the structural integrity of one or more of [name]’s buildings; or
2. Following a significant event that gives [name] concern for the structural integrity of one or more of [name]’s buildings.

Safety evaluations following related subsequent events, such as earthquake aftershocks, are permitted to follow the initial evaluation policies and procedures in this MOU.

[AHJ] retains its authority to determine whether a building is or is not safe to occupy.

CONDITIONS

1. Employees or consultants who conduct the initial safety evaluations for [name] under this MOU shall not be considered employees or deputies of [AHJ], and therefore, are not acting for or in lieu of [AHJ].
2. Employees or consultants shall only conduct safety evaluations of buildings owned by [name], unless they volunteer with [AHJ].
3. Volunteers must be formally deputized by [AHJ] before conducting any safety evaluations, and are only authorized to act under [AHJ]’s direction.
4. [AHJ] will not deputize volunteers before an event occurs.
5. Safety evaluations of damaged buildings shall be conducted and documented in accordance with the procedures of ATC 20-1, *Field Manual: Procedures for Post-earthquake Safety Evaluation of Buildings*, as published by the Applied Technology Council, with the following exceptions:
6. In lieu of the standard ATC 20-1 red/yellow/green placards, [department name] shall post an [AHJ]-approved “advisory tag” on the building to communicate the safety status to building occupants and visitors. Such an advisory tag shall contain a statement that the posting is advisory, shall not communicate any legal requirement or prohibition, and shall state: “This is an **ADVISORY BUILDING EVALUATION TAG** issued by [Name] and is not an evaluation by [AHJ]. [AHJ] has not evaluated the structural integrity of this site. Dangerous conditions may exist in the tagged building.” Template advisory tags are attached as Annex 1.
7. [Name] shall communicate the results of the evaluation(s), including the color of the advisory tag, to [AHJ].
8. The results of buildings posted with red or yellow advisory tags shall be communicated to [AHJ] as soon as reasonably practical.
9. The results of buildings posted with green advisory tags shall be communicated to [AHJ] on a regular schedule not to exceed 2 weeks.
10. [AHJ] will conduct its own safety evaluation of damaged buildings as time permits and will post a [AHJ] red, yellow, or green placard.
11. [AHJ] will evaluate buildings [name] has posted with red or yellow advisory tags as soon as reasonably practical, within the priorities and procedures in the [AHJ] Emergency Response Plan.
12. [AHJ] will evaluate buildings [name] has posted with green advisory tags as staffing and time permit.
13. [Name] will apply for reevaluation of [AHJ] placards and all required building permits related to work on the damaged building in compliance with normal [AHJ] procedures.
14. [Name] is responsible for ensuring employees or consultants conducting safety evaluations for [name] have the necessary knowledge, skills, and training to properly conduct the evaluations in accordance with ATC-20-1.
15. ATC-20-1 procedures are predicated on the evaluator having some knowledge of construction or principles of structural behavior.
16. At a minimum, any person conducting evaluations shall have had an ATC-20-1 training or refresher training (or equivalent) within the 5 years preceding the time of conducting the evaluation.
17. This MOU does not preclude [name] from establishing its own internal policies and procedures for evaluating damaged buildings and reporting damage, provided they are in general conformance with the principles in ATC-20-1 and this MOU.
18. [Name] is responsible for determining which buildings to evaluate pursuant to this MOU and the schedule for such evaluations.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding by having their representatives affix their signatures below.

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| --- | --- |
| [AHJ]By:  [Name, position title]Date:  | [NAME]By:  [Name, position title]Date:  |

**Annex 1 – Template Unsafe (Red), Restricted Use (Yellow), and Inspected (Green) Advisory Tags:**

See following pages for Advisory Tags to be used by [name]

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