# Memorandum of Agreement (MOA)

# Agreement to Conduct Marine Coating and Other Emitting Processes

# at Continental Maritime of San Diego (“CMSD”)

# Between

# CMSD, and Company Name Here

This Memorandum of Agreement (“MOA”) is intended to identify the terms and conditions agreed to between CMSD and **Company Name Here** to support **Ship Name, Hull # and Job Number** as a U.S. Navy third party contractor having personnel that are conducting marine coating, adhesive, solvent cleaning, or welding operations and/or generating hazardous waste aboard U.S. Navy vessels located at CMSD.

In consideration of the mutual promises and covenants specified below, the parties agree as follows:

1. **Company Name Here** shall comply will all federal, state, local, Navy, SWRMC, and CMSD laws, rules, regulations, policies, and/or procedures regarding any "hazardous substances" (both terms as defined by both federal and state law) used, emitted, and/or generated in the performance of Project **insert job/project/avail number here**. In addition, **Company Name Here** shall comply with all aspects of CMSD’s San Diego County Air Pollution Control District Permit facility marine coating permit (APCD2009-PTO-870741), other APCD permits as applicable, CUPA permit, and safety program.
2. CMSD will provide a copy of permit APCD2009-PTO-870741, and other permits as applicable, to **Company Name Here** prior to **Company Name Here** performing any marine coating, welding, or related operations onboard U.S. Navy vessels located at CMSD.
3. CMSD will train at least one representative from **Company Name here** on laws, regulations, policies, and procedures applicable to the performance of marine coating, welding, or related operations onboard U.S. Navy vessels located at CMSD, including the requirements of any applicable APCD permit, Port of San Diego Ship Repair Association Marine Coating Operations Training 2010, CMSD Environmental Policies EC-01 and EC-13, CMSD BMPs, and CMSD fire and negative pressure containment requirements (the “Marine Coating Requirements”). **Company Name** will in turn train their employees who conduct marine coating, welding, and related operations onboard U.S. Navy vessels located at CMSD on the Marine Coating Requirements **Company Name Here** shall provide CMSD documentation of the completion of said training, including a certification from each employee who completed the training.
4. **Company Name here** shall provide to CMSD all of its emergency action, spill response, mobile transfer, occupational health and safety, and fire prevention and response plans prior to job start. In addition **Company Name Here** shall provide to CMSD copies of the **Company Name Here** site specific CUPA permit and EPA ID number prior to job start.
5. If **Company Name Here** causes, to any extent, the actual or potential release, spill, discharge, or other loss of control of a hazardous substance or hazardous waste (an ''incident''), such that CMSD On-Scene Emergency Coordinator is notified to respond through the CMSD Emergency Action Plan, Spill Response Plan, Safety Plan, Fire Safety Plan, and/or Mobile Operations Plan,. CMSD will incur response costs which are extremely difficult and impractical to ascertain. CMSD and **Company Name Here** agree that the sums set forth herein represent the minimum amount of cost and expenses incurred by CMSD to respond to each Incident. Accordingly, **Company Name Here** agrees to pay to CMSD for each incident caused by **Company Name Here** the actual response costs of CMSD, which are agreed to be not less than the sum of one thousand dollars ($1,000.00). Such payment shall not relieve **Company Name Here** of the responsibility to pay CMSD the actual costs of CMSD’s remediation of an incident caused by **Company Name Here**, if any, resulting from the incident, and shall not impair or waive CMSD indemnification rights as set forth herein.
6. **Company Name Here** shall indemnify and hold harmless CMSD from and against any and all third party liabilities, claims, losses, penalties, fines, fees, costs, and expenses arising from, related to, and/or caused by **Company Name Here**’s performance of marine coating, welding, or related operations onboard U.S. Navy vessels located at CMSD, **Company Name Here** shall defend CMSD, at **Company Name Here’s** own expense with counsel of **Company Name Here’s** choosing, and **Company Name Here** further agrees to consult with CMSD (and CMSD’s counsel, as requested by CMSD), on such defense. The indemnification obligations of **Company Name Here** shall survive the termination of this MOA.

# The terms of this Memorandum of Agreement are for the exclusive use to support Company Name Here’s performance in support of Ship Name, Hull # and Job Number shipyard availability at CMSD facility from Date of Avail Start and are in effect until Date of Avail End.

**Signed on behalf of Company Name Here:**

Name, Title and Date

**Signed on behalf of CMSD:**

Name, Title and Date