MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN UNITED WAY/211 OF MONTEREY COUNTY AND THE COUNTY OF MONTEREY PERTAINING TO ASSISTANCE PROVIDED UNDER THE EMERGENCY MANAGEMENT MUTUAL AID (EMMA) PLAN

NOTE: Use of such an agreement does not guarantee state or federal reimbursement.

WHEREAS, this event and associated conditions will collectively be referred to as Covid-19 response; and

WHEREAS, on March 4, 2020, the State of California and on March 6, 2020, Monterey County, proclaimed the existence of a Health emergency, and on March 13, 2020, the President declared the existence of a National Emergency consisting of a pandemic coronavirus event; and

WHEREAS, the following extreme conditions exist: Rapidly spreading worldwide virus causing movement restrictions and care from the County to our citizens, specifically, our most vulnerable citizens, requiring valuable support, coordination and information;

WHEREAS, on March 13, 2020, a Presidential Declaration of Emergency (FEMA-4482-DR) was issued; and

WHEREAS, the Emergency Management Mutual Aid Plan delineates the current State policy concerning Emergency Management Mutual Aid; and

WHEREAS, the Emergency Management Mutual Aid Plan describes the standard procedures used to acquire emergency management mutual aid resources and the method to ensure coordination of emergency management mutual aid planning and readiness; and

WHEREAS, the County of Monterey Emergency Manager is the Operational Area Emergency Management Mutual Aid Coordinator; and

WHEREAS, the Emergency Management Mutual Aid Plan provides, in pertinent part, When an emergency develops or appears to be developing which cannot be resolved by emergency management resources within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem; and

WHEREAS, the Emergency Management Mutual Aid Plan provides, in pertinent part, "A request for emergency management mutual aid requires the approval of an authorized official of the requesting jurisdiction;" and

WHEREAS, the Emergency Operations Center of the County of Monterey Operational Area requested the mutual aid assistance of United Way/211 of Monterey County, pursuant to the Emergency Management Mutual Aid Plan to provide emergency management support in connection with the Covid-19 response; and

WHEREAS, United Way/211 of Monterey County will provide emergency management mutual aid consisting of emergency management personnel, equipment, and/or materials from March 25, 2020 through a date to be determined, to assist with emergency management services in connection with the Covid-19 response; and

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WHEREAS, United Way/211 of Monterey County agrees to document all its mutual aid assistance costs related to the Covid-19 response and to submit them to the County of Monterey with an invoice by the 10th day of each month going forward and it is understood that invoices can be backdated to March 25, 2020, for past work;

WHEREAS, United Way/211 of Monterey County agrees to allow the County of Monterey to audit their records used to come up with the invoice amounts, as part of seeking reimbursement costs related to Covid-19, and to verify amounts requested from the county;

NOW THEREFORE, IT IS HEREBY AGREED United Way/211 of Monterey County, as part of their emergency management mutual aid assistance with the County of Monterey, associated with the Covid-19 response, has provided emergency management mutual aid consisting of emergency management personnel, equipment, and/or materials beginning March 25, 2020, and continuing through a date to be determined, to assist with emergency management services in connection with the Covid-19 response. United Way/211 of Monterey County will submit invoices documenting mutual aid assistance costs within a month of signing this agreement for services rendered back to March 25, 2020; Invoices will not be paid beyond the not-to-exceed, cumulative cap of $20,000/month for the 2020-2021 fiscal year and not to exceed amount of $5,000 per week. There is no guarantee of a total cumulative payment, weekly not to exceed amount, or length of payments. These invoices may be paid through grant funding, or through future agreements approved by the Board of Supervisors or approved by other county department agreements with United Way/211 of Monterey County. This Mutual Aid agreement can be cancelled at any time such as when the emergency has subsided or concluded, or at the request of the Operational Area Emergency Management Mutual Aid Coordinator.

Providing Jurisdiction

By_____
      (Signature)
Name:
Title:
County:
Date:

Providing Agency (*If different from Providing Jurisdiction*)

By_____
      (Signature)
Name:
Title:
Agency:
Date:

Requesting Jurisdiction

By_____
      (Signature)
Name: Gerry R. Malais
Title: EOC/OES Manager
County: Monterey
Date: June _____, 2020

DEFINITIONS

Authorized Official: A person with expressed authority by a legal governing body to request resources, authorize purchases, and/or enter into contracts on behalf of a Requesting or Providing Jurisdiction during an emergency.

EMMA Resource: A person with a combination of training, experience and credentials that would serve in an ICS position, either in the field or an EOC, or as a technical specialist during an emergency response.

Operational Area (OA): An intermediate level of the state emergency services organization consisting of a county and all political subdivisions within the county area.

Providing Agency/Jurisdiction: The government entity providing EMMA resources. The different levels of providing jurisdictions include providing local jurisdiction, providing OA and providing region.

Requesting Jurisdiction: The government entity requesting EMMA resources. The different levels of requesting jurisdictions include requesting local jurisdiction, requesting OA and requesting region.