

MEMORANDUM OF UNDERSTANDING
BETWEEN
County of Monterey Office of Emergency Services
and
United Way Monterey County – “2-1-1 Monterey County”

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the County of Monterey Office of Emergency Services ("OES") and United Way Monterey County ("UWMC" or "2-1-1" or "2-1-1 Monterey County"). OES and UWMC may be collectively referred to as "Parties" or in the singular as "Party," as the context requires.

RECITALS

The County of Monterey Office of Emergency Services and United Way Monterey County have entered into this agreement with reference to the following facts and circumstances:

WHEREAS, OES is responsible for the day-to-day administration of the Monterey County disaster preparedness and response and recovery program, as well as the Monterey County Emergency Operations Plan, and is also responsible for maintaining the Monterey County Emergency Operations Center ("EOC") and coordinating EOC activities during a disaster; and

WHEREAS, 2-1-1 Monterey County provides 24-hour countywide information and referral services, and responds to requests ranging from child care, senior services, affordable housing, crisis intervention, and information during a disaster; and

WHEREAS, it is intended that public information be shared between the EOC and 2-1-1 Monterey County before, during, and after a disaster in accordance with the Monterey County Emergency Operations Plan;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this agreement is to establish cooperation in implementing the respective roles and responsibilities of OES and 2-1-1 Monterey County. This agreement shall also serve as the basis for mutual understanding and collaboration by which public information can most effectively be disseminated to assist citizens of Monterey County in the event of a disaster.

2. TERM OF AGREEMENT; TERMINATION; OTHER AGREEMENTS

This agreement shall be effective when signed by both Parties. This agreement will remain in force and effect until such time as a Party terminates it.

Either party may terminate all or portions of this agreement with or without cause as permitted by law upon Thirty (30) day written notice given to the other party as required by Section 3. The termination or modification notice must be in writing. The term and scope of this agreement is not dependent upon the execution or existence of any other agreement between OES and any other agency, nor the terms of any such agreement, nor the termination of any such agreement.

3. NOTICE

Any communication required during the term of this agreement, including, without limitation, notice of termination, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

Notice to OES: Monterey County Office of Emergency Services
1322 Natividad Road
Salinas, CA 93906

Notice to UWMC: United Way Monterey County
60 Garden Court, Ste. 350
Monterey, CA 93940

Any Party who desires to change its address for notice may do so by giving notice as described above.

4. PARTICIPANT RESPONSIBILITIES

- A. 2-1-1 Monterey County will assign an Agency Representative to each Blue, Gold, and Green EOC Team. The Agency Representative will operate as the 2-1-1 Public Information Officer within the EOC Public Information Section and will be the primary contact between 2-1-1 Monterey County call center staff and OES.
- B. 2-1-1 Monterey County will supply OES with the necessary contact information for the Agency Representative assigned to each EOC team and will ensure that the contact information is up-to-date at all times.
- C. UWMC will be responsible for ensuring 2-1-1 Monterey County and the Agency Representatives adhere to the terms set forth in this MOU.
- D. Personnel authorized by 2-1-1 Monterey County to have access to information from the EOC will take all reasonable feasible precautions to safeguard all information and only release authorized verbatim messages as supplied by the EOC. 2-1-1 Monterey County will supply OES with one

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email address with which to communicate such messages to 2-1-1 Monterey County personnel.

- E. OES agrees to notify the Blue Team Agency Representative once the EOC has been activated using the usual and customary communication pathways.
- F. OES will assign a seat and provide a work station, complete with electronics required for the 2-1-1 Agency Representative to fulfill their role in the EOC, including but not limited to a computer with internet access and basic office supplies.
- G. OES will provide appropriate training and orientation to 2-1-1 Agency Representative staff assigned to the EOC Teams.
- H. The 2-1-1 Agency Representative will maintain contact and liaison with 2-1-1 Monterey County to receive updated information and disseminate EOC information approved for public release.
- I. When the Monterey County EOC is activated, 2-1-1 Monterey County will only provide confirmed incident-specific information from an official County agency. 2-1-1 Monterey County will continue to provide normal referrals from the existing 2-1-1 Information and Referral database during emergencies. Calls that require operational decisions or knowledge will be referred to the EOC. Life-threatening situations will be referred to 911 or appropriate crisis line.
- J. 2-1-1 Monterey County will also provide the EOC with information on developing trends in requests for information so that common concerns may be addressed in media releases distributed by the EOC.
- K. 2-1-1 Monterey County will present donation and volunteer management in a neutral manner and in accordance with the County Plans.

5. COST RECOVERY

In the event of an EOC activation, the County shall assist UWMC in preparing, submitting, and pursuing a claim with the California Emergency Management Agency ("Cal EMA"), and/or Federal Emergency Management Agency (FEMA) and/or private entities for UWMC documented and invoiced costs beyond normal operating expenses, based on state and federal eligibility requirements. In no case shall the County be directly liable for costs incurred by UWMC unless otherwise specifically agreed upon in advance.

6. TRAINING

UWMC shall ensure that the 2-1-1 Agency Representative assigned to the EOC has been trained on the Incident Command System (ICS) as outlined in 2010 NIMS Implementation & Compliance Guidance. OES will provide the 2-1-1 Agency Representative with classroom and online courses to meet these guidelines prior to activation of the EOC. The 2-1-1 Agency Representative shall

disseminate this information to other 2-1-1 personnel authorized to receive email communication directly from OES. 2-1-1 Monterey County shall maintain a list of all 2-1-1 personnel authorized to receive email communication directly from OES, and update the generic email distribution list as changes occur.

7. **PERSONNEL MATTERS** County employees act as Disaster Service Workers in times of proclaimed emergencies, in accordance with California Government Code sections 3100-3109. In the performance of any of the services under this MOU, 2-1-1 Monterey County employees shall act as independent contractors in relation to the other Party and its employees. Each Party shall assume responsibility for all personnel costs for its respective employees, including salaries, fringe benefits, overtime, workers' compensation insurance coverage, and federal and state income tax withholding, including, but not limited to, the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that such agency is required to make.

8. **NO JOINT VENTURE**

This agreement shall not create between parties a joint venture, partnership, or any other relationship of association.

9. **NO GRANT OF AGENCY**

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this agreement, to bind the other Party to any obligation whatsoever.

10. **MEDIA RELATIONS**

2-1-1 Monterey County shall send to OES and the designated EOC Public Information Officer a copy of all press releases related to any disaster in Monterey County before dissemination to the media or to the public. In a case of significant public interest, OES may issue a joint press release, at its sole discretion.

11. **NON-WAIVER**

Waiver of any breach or default under this agreement shall not constitute a continuing waiver of any subsequent breach either of the same or of another provision of the agreement.

12. **ENTIRE AGREEMENT AND MODIFICATION**

This agreement contains all of the terms and conditions agreed upon by the Parties, and supersedes any and all oral or written communications by and between the Parties. No waiver, alteration, modification, or termination of this agreement shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this agreement and any other agreement or understanding executed by the Parties subsequent to the commencement of this

agreement, the terms of this agreement shall prevail and be controlling unless such other agreement expressly provides the contrary.

13. ASSIGNMENT PROHIBITED

No Party may assign any right or obligation pursuant to this agreement. Any attempt or purported assignment of any right or obligation pursuant to this agreement shall be void and of no effect.

14. SEVERABILITY

If any term, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, the remainder of this agreement shall remain in full force and effect.

15. GOVERNING LAW

The interpretation and enforcement of this agreement shall be governed by the laws of the State of California.

16. COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. CAPTIONS

The headings or captions contained in this agreement are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

18. AMBIGUITIES

The Parties have each carefully reviewed this agreement and have agreed to each term. No ambiguity shall be presumed to be construed against either Party.

19. INTERPRETATION OF AGREEMENT

By entering into this agreement, the Parties do not intend to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules or regulations governing the employees of either Party. If any provision of this agreement is inconsistent with such collective bargaining or other labor agreements, or with such policies, rules, or regulations, then the applicable provisions of such collective bargaining or other labor agreements, and such policies, rules, or regulations shall take precedence for purposes of the construction and interpretation of this agreement.

20. INDEMINIFICATION AND HOLD HARMLESS

Each of the parties signatory to this agreement agrees to indemnify and hold the other party harmless and waives all claims for compensation of 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.

21. AUTHORITY

The persons executing this agreement have the capacity and are authorized to execute this agreement as the representative of their respective Party, and to bind their respective Party to the terms of this agreement.

IN WITNESS THEREOF this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

County of Monterey

United Way Monterey County

David Potter
Chair, Board of Supervisors

Mary L. Adams
President and CEO

Date

Date