

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF
THE COUNTY OF MONTEREY DEPARTMENT OF EMERGENCY MANAGEMENT,
AND
UNITED WAY MONTEREY COUNTY**

I. PARTIES

This Memorandum of Understanding (hereinafter, “MOU”) is made and entered into by and between the County of Monterey, for the provision of services for its Department of Emergency Management (hereinafter, “County”), and United Way Monterey County (hereinafter, “UWMC”), with County and UWMC collectively referred to as “Parties.”

All notices pursuant to this MOU shall be addressed as set forth below or as either party may hereafter designate by written notice.

FOR COUNTY:	FOR UWMC:
Laura Emmons Emergency Services Manager EmmonsL@countyofmonterey.gov (831) 521-0089	Katy Castagna President and CEO Katy.Castagna@unitedwaymcca.org (831) 318-1990

II. TERM

This MOU is at-will and may be modified by mutual consent of the Parties. This MOU shall become effective upon signature by the Parties and shall remain in effect until modified or terminated by mutual consent of the Parties. In the absence of mutual agreement by the Parties, this MOU shall remain in full force and effect for five years from the date of MOU execution. The Parties may extend this MOU for additional periods not exceeding five years by written mutual consent.

III. TERMINATION

This MOU shall be revocable by either of the Parties via provision of written notice to the other party at least thirty (30) calendar days prior to the desired revocation date.

IV. PURPOSE

UWMC operates 2-1-1 Monterey County (hereinafter, “211”), which is a free, comprehensive information and referral service for Monterey County that connects community members to information about critical health and human services available in their community. 211 accommodates over 150 languages through interpretation services and is available by phone and text 24 hours a day, 7 days a week.

The County operates the Monterey Operational Area Emergency Operations Center (hereinafter, “EOC”) which coordinates and supports emergency response operations, resource management, crisis communications activities, and public information dissemination during times of emergency and disaster. The EOC is activated by County in a variety of situations such as when there is a major incident that causes significant property damage, business disruption, resource challenges, local and/or state emergency proclamations/declarations, and/or when said incident requires significant management, collaboration, and coordination.

During times of emergency, 211 provides incident specific information in coordination with County. This information addresses such topics as evacuation warnings and orders, temporary evacuation points and shelters, road closures, general disaster information, recovery resources, and more. The purpose of this MOU is to formalize the relationship between the Parties during an emergency and enhance collaboration and partnership between said Parties during an emergency incident.

V. PROCEDURES

INITIAL ACTIVATION

Certain instances of EOC activation may necessitate activation of 211. Activation of 211 shall be initiated by the County Director of Emergency Management or Emergency Services Manager (hereinafter, “Designees”). Designees shall activate 211 by phone and/or email, but all activations require an email from one of the Designees outlining date and time of 211 activation.

To initiate activation of 211, Designees shall first contact UWMC’s primary point of contact as outlined below. If UWMC’s primary point of contact is unavailable or unresponsive, Designees shall contact UWMC’s secondary point of contact as outlined below. UWMC shall make every effort possible to respond to County request with, at minimum, an acknowledgment of receipt within 1 hour. UWMC shall endeavor to initiate activation as soon as possible, but no later than 12 hours after the initial request. Should UWMC-designated points of contact change during the term of this MOU, UWMC shall notify County as soon as possible and said changes will be incorporated into this MOU as an addendum.

UWMC PRIMARY POINT OF CONTACT	UWMC SECONDARY POINT OF CONTACT
Kalyssa King Kalyssa.King@unitedwaymcca.org Office: (831) 318-1995 Cell: (707) 407-1852	Katy Castagna Katy.Castagna@unitedwaymcca.org Office: (831) 318-1990 Cell: (831) 595-0153

Within the 211 activation phone call or email, County shall furnish the primary incident information to UWMC for 211 dissemination.

DURING ACTIVATION

Directing to 211: Once 211 is activated, County shall direct residents to 211 for information related to the emergency. County shall inform the public of access to 211 through such channels

as public briefings, social media, alert and warning systems, and the County website, amongst others.

Incident Information: 211 shall coordinate with the incident Public Information Officer (hereinafter, “PIO”) or PIO designee for incident information and updates, as well as to determine which information is acceptable and appropriate for dissemination to 211 contacts.

Time-Sensitive Updates: If County identifies a time-sensitive update, County shall contact the UWMC primary point of contact by phone to provide said update. If UWMC’s primary point of contact is unavailable, County shall contact UWMC’s secondary point of contact. If UWMC’s secondary point of contact is unavailable, County shall send an email directly to the 211 Call Center at CallSupervisors@icfs.org, copying both UWMC’s primary and secondary points of contact. This message shall be tagged as “High Importance,” and the subject line shall read, “URGENT-Monterey County.”

Communication: If, during routine incident operation, UWMC identifies information that would be beneficial to and/or is unknown to the EOC and/or Designees, UWMC shall furnish that information to the County as soon as possible.

Situation Status Reporting: While activated, 211 shall provide daily updates to County. Depending on incident need, these updates may be presented verbally in EOC briefings/coordination calls or may be sent via email to the Designees. These updates shall include the total number of 211 contacts via phone, the total number of 211 contacts via text message, and the reasons for contact/expressed needs.

Onsite Representative: Depending on the severity and/or complexity of the incident, UWMC may determine 211 requires an onsite EOC representative in order to gain access to rapid situation updates. If the Parties collectively agree an onsite presence is needed, 211 shall furnish a representative. The onsite representative shall have access to real-time updates in the EOC and shall collaborate with County to determine which updates are acceptable and appropriate for dissemination to 211 contacts. Designees may request an onsite 211 EOC representative, per incident needs.

EOC Contact: Under no circumstances shall 211 distribute County and/or EOC contact information to 211 contacts. If 211 does not have adequate information to respond to contacts, UWMC shall contact the incident PIO or PIO designee to acquire additional information and/or alert the PIO or PIO designee to the deficit.

DEACTIVATION

Deactivation of 211 shall occur at the direction of the County Designees. Designees shall deactivate 211 by phone and/or email, but all deactivations require an email from one of the Designees outlining date and time of 211 deactivation. Designees shall contact UWMC’s primary point of contact for deactivation purposes.

POST-ACTIVATION

Within 30 days of deactivation, UWMC shall furnish the Designees with an activation report. This report shall include, but not be limited to, the following:

- Total Number of Contacts
- Total Number of Contacts via Phone
- Total Number of Contacts via Text Message
- Reasons for Contact/Expressed Needs
- Highest Utilizing Zip Codes
- Preferred Language of Contacts
- Qualitative Findings
- Identified Areas for Improvement

This report shall be an aggregate report and not include any individual contact information.

Within 60 days of deactivation, UWMC shall submit an invoice to the County (see Section VIII. PAYMENT PROVISIONS for additional information).

VI. CONFIDENTIALITY

All UWMC representatives granted access to the EOC and/or EOC meetings or briefings acknowledge and accept that all written and oral information and material shared within and around the EOC are confidential and for official use only. UWMC acknowledges and agrees that all confidential and official information and material that is not already publicly available and/or previously shared with 211 shall be reviewed, vetted, and approved by the County prior to release to 211.

Under no circumstances shall onsite UWMC representatives record video or audio or take photos in or of the EOC, or any County personnel or events associated with the EOC, without County permission. If County permits video, audio recording, and/or photos, all material is considered confidential and not for release.

VII. NO RIGHTS OR OBLIGATIONS

UWMC agrees they have no rights, entitlements, or claims against the County for any type of employment benefits or workers' compensation.

VIII. PAYMENT PROVISIONS COMPENSATION/PAYMENT

County agrees to pay UWMC an Activation Fee, a Per Contact Cost, and an Indirect Cost Rate during 211 activations, in accordance with the following terms:

- Activation Fee: This cost shall be a one-time flat fee per activation. This fee may be waived upon mutual consent of the Parties.

- **Per Contact Cost:** This cost shall begin the date/time of formal activation, as outlined in the initial activation email supplied by the Designees, and shall continue until formal deactivation, as outlined in the deactivation email supplied by the Designees. This cost applies only to contacts related to the incident.
- **Indirect Cost Rate:** This rate is calculated as 10% of the total Per Contact Cost. This rate is intended to cover a portion of 211 expenses, such as management and administration, during periods of increased contact volume related to the incident.

DESCRIPTION	RATE
Activation Fee	\$600.00
Per Contact Cost	\$10.50
Indirect Cost Rate	10% of Total Per Contact Cost

The sum of the Activation Fee and Indirect Cost Rate shall not exceed \$3,000 per incident without prior written authorization from Designees.

BILLING PROCEDURES

Invoices under this MOU shall be submitted within 60 days of deactivation.

UWMC invoices shall contain, at minimum:

- Activation date and time
- Deactivation date and time
- Activation Fee (when applicable)
- Total number of contacts during activation and the associated total Contact Cost
- Total Indirect Cost

UWMC shall submit copies of the activation and deactivation emails supplied by the Designees with their invoice submissions.

Invoices and associated invoice documentation shall be sent via email to Finance.DEM@countyofmonterey.gov or to the following physical address:

County of Monterey
 Department of Emergency Management–Finance
 1322 Natividad Road
 Salinas, California 93906-3101

Any questions pertaining to invoices under this MOU shall be directed to DEM–Finance via phone at (831) 796-1905 or email at Finance.DEM@countyofmonterey.gov.

IX. AMENDMENTS

This MOU is the sole and only agreement between the Parties regarding the subject matter herein. Upon execution of this MOU, other agreements, either oral or written, are void. Any changes to this MOU shall be in writing and shall be properly executed by the Parties.

X. INDEMNIFICATION

UWMC shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, liabilities, losses, whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney’s fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with UWMC’s performance of this MOU, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “UWMC’s performance” includes UWMC’s action or inaction and the action or inaction of UWMC’s officers, employees, agents and subcontractors.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year written below.

COUNTY OF MONTEREY

UNITED WAY MONTEREY COUNTY

Kelsey A. Scanlon
Director of Emergency Management

DocuSigned by:
Katy Castagna
C6B5624DBAC4439

Katy Castagna
President and CEO

Date

7/26/2024 | 10:27 AM PDT

Date