



Yolo County Housing

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BOARD OF COMMISSIONERS

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DATE: August 11, 2011

TO: YCH Board of Commissioners

FROM: Lisa A. Baker, Executive Director

PREPARED BY: Janis R. Holt, Resource Administrator 

SUBJECT: **Review and Approve Proposed Memorandum of Understanding (MOU) for Yolo Emergency Services, a Shared Services Agreement.**

RECOMMENDED ACTIONS:

That the Board of Commissioners:

1. Review and Approve the Proposed MOU for Yolo Emergency Services

BACKGROUND/DISCUSSION:

On December 9, 2010, the YCH Board of Commissioners adopted the Shared Services Resolution and authorized the Executive Director to move forward with discussions and implementation of a shared services program that is consistent with the YCH business model where mutually beneficial.

Currently for YCH, shared services include the contract Agency Clerk and the Board Chambers facility use, contracted legal services and fleet services with the County, contract sewer services with the City of Winters and the City of Woodland's contracted labor compliance services with YCH.

Most recently, YCH joined the discussion with the County of Yolo, the City of Woodland, the City of Winters, the City of Davis, the City of West Sacramento, and the Yocha Dehe Wintun Nation regarding opportunities for shared services for the establishment of Yolo Emergency Services (YES). This resulted in all entities expressing their willingness to commit financial and staff support through an intergovernmental MOU.

The County Emergency Services Director and OES staff will perform in coordination with the parties of the MOU the outlined scope of services (Exhibit A) in the areas of Emergency Planning, Emergency Management Grant Administration, Training, Exercise and Evaluation, Risk Assessment and Threat Analysis, Preparedness Education and Outreach, Alert and Warning, Disaster Service Worker Registration, Response and Recovery Operations and other Special Projects and Emergency Management Support.

Working together to provide quality affordable housing and community development services for all

YCH has been a consistent and visible participant within the Operational Area. Through this MOU, the agency will continue to have direct involvement with the area's emergency management planning and systems which increases our ability to prepare and respond to emergencies. It also enhances our ability to work in a cooperative manner in the event of a disaster with the coordination of the YCH Emergency Operations Center with allied jurisdictions. YCH will directly benefit from planning and training opportunities which will build our emergency response capacity. YCH position in the cost recovery process will also be strengthened through this shared services model.

The parties of this MOU will work to develop a long term organizational model and governance structure for the mutual benefit of the area's emergency operations in the future.

FISCAL IMPACT:

No additional impact with the \$10,000 already approved in the 2011-2012 approved budget.

CONCLUSION:

Staff recommends that the Board approve the MOU for Yolo Emergency Services.

Attachments: Memorandum of Understanding for Yolo Emergency Services, Exhibits A, and Exhibit B

MEMORANDUM OF UNDERSTANDING
YOLO EMERGENCY SERVICES (YES)

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the County of Yolo, a Political Subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter referred to as “County,” the Cities of Davis, West Sacramento, Winters and Woodland, municipal corporations of the State of California, the Yocha Dehe Wintun Nation, a sovereign, federally recognized Indian Tribe located in the Capay Valley, County of Yolo, State of California (Tribe), and Yolo County Housing (Housing) a public agency both corporate and politic, collectively referred to herein as the “Parties.”

WHEREAS, County and Parties have adopted the Standardized Emergency Management System pursuant to the provisions of Division 2, Title 19 of the California Government Code; and

WHEREAS, County and Parties have adopted the National Incident Management System pursuant to the provisions of the President’s Homeland Security Directive-5 (Management of Domestic Incidents); and

WHEREAS, County and Parties have presently existing a well-established Emergency Operations Plan, and a presently existing, well-established Emergency Organization functioning under the County Director of Emergency Services pursuant to Section 4-1.01 of the Yolo County Code; and

WHEREAS, it would be naturally advantageous to the Parties hereto to have the County’s Office of Emergency Services perform certain functions for the Parties;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed, in accordance with the terms and provisions of the California Emergency Services Act (Title 2, Division 1, Chapter 7 of the Government Code), as follows:

I. LIAISON

All Parties agree to appoint a person, at staff level, as a liaison to Yolo Emergency Services, hereinafter referred to as YES. The employee(s) who is (are) assigned to act as liaison to YES shall not be an employee of YES. The personnel management of such employee is the responsibility of the assigning party.

II. SERVICES

County shall cause the County Emergency Services Director, and other County Officers and employees subject to his direction and control, to perform in coordination with and at the request of the Parties, during the term of this Agreement those functions identified in Exhibit A (Scope of Services Statement).

III. INDEMNIFICATION

Each Signatory Agency to this Agreement shall protect, indemnify, and hold harmless the other Signatory Agencies to this Agreement, their respective officers, officials, employees, volunteers, and agents from and against any and all liability, loss, expense, including attorneys fee, or claims for injury or damages arising out of the performance of this Agreement and resulting from the negligent or intentional acts or omissions of the Signatory Agency, its officers, officials, employees, volunteers, or agents.

IV. COMPENSATION

PARTIES agree to pay County a fee as set forth in the schedule attached hereto as Exhibit B.

V. TERMS

The Parties agree to the development of a long term organizational model and governance structure within the first 180 days of this Agreement. This Agreement shall commence on the date of execution by the Parties and remain in effect until terminated by any Party. Any Party may terminate this Agreement:

- a. After written notice, if they chose not to participate with the long term organizational model; or
- b. After giving one fiscal year written notice after the adoption of the long term organizational model.

The rights and obligations of the withdrawing party shall terminate at the end of the County fiscal year after the date of notice.

IN WITNESS WHEREOF, County of Yolo, acting by and through its Board of Supervisors, and the Cities of Davis, West Sacramento, Winters and Woodland, acting by and through their Councils, the Yocha Dehe Wintun Nation, acting by and through its Tribal Council, together with Yolo County Housing, acting by and through its Board of Commissioners, have caused this Agreement to be executed as of the dates set forth below.

COUNTY OF YOLO,
A Political Subdivision of the State of California,

Dated: _____

By _____

Matt Rexroad, Chair, Board of Supervisors

CITY OF DAVIS,
A Municipal Corporation of the State of California,

Dated: _____

By _____

(Title)

CITY OF WEST SACRAMENTO,
A Municipal Corporation of the State of California,

Dated: _____

By _____

(Title)

MOU
YOLO EMERGENCY SERVICES (YES)

CITY OF WINTERS,
A Municipal Corporation of the State of California,

Dated: _____

By _____

(Title)

CITY OF WOODLAND,
A Municipal Corporation of the State of California,

Dated: _____

By _____

(Title)

YOCHA DEHE WINTUN NATION,
A federally recognized Indian Tribe,

Dated: _____

By _____

(Title)

YOLO COUNTY HOUSING,

Dated: _____

By _____

(Title)

Attest:

By _____

(Title)

Approved as to form

Robyn Truitt Drivon, County Counsel

YOLO EMERGENCY SERVICES MEMORANDUM OF UNDERSTANDING

SCOPE OF SERVICES

Background

The following represents the scope of services available to agencies and jurisdictions participating in the collaborative emergency management shared services agreement. This attachment to the inter-governmental Memorandum of Understanding (MOU) serves to highlight the scope of services available to the participating MOU members, under the terms of the agreement. It is anticipated that this list may be further refined following future collaborative discussions on program governance and specific member needs.

Emergency Planning

OES will support MOU members by providing direct support to the development and maintenance of jurisdictional and agency-specific emergency management plans and documents. Plans, guidelines, and operating procedures will be designed to meet or exceed local, state, and federal planning requirements. Planning for jurisdiction-specific emergency management plans would be coordinated through the local leadership, with an emphasis on local needs and issues. Emergency management plans and documents include:

- Emergency Operations Plans (EOP)
Local Multi-Hazard Mitigation Plan (LHMP) - Complete Hazard Mitigation plan review for all MOU members
- Incident-specific response plans
- Special events public safety planning
- Disaster recovery plans

Emergency Management Grant Administration

County OES will function as the designated Administering Agency for federal grants for the Yolo Operational Area and MOU partners. Current federal grant programs being administered on behalf of the Operational Area include the Homeland Security Grant Program (HSGP) and the Emergency Management Performance Grant (EMPG).

- The Operational Area is responsible for the overall grant management of California's State Homeland Security Grant Program (SHSGP), Law Enforcement Terrorism Prevention Program LETPP)
- It is the OA responsibility to provide timely grant reimbursements to sub-grantees, monitor, manage, audit and create fiscal reports of Homeland security Grant Program

Training

County OES currently administers a comprehensive EOC staff development program that will be available to MOU member jurisdictions and agencies. OES staff may conduct customized training sessions for MOU members as requested. Training subjects include:

- Emergency Operations Center (EOC) staff development
- Standardized Emergency Management System (SEMS)
- National Incident Management System (NIMS)
- Incident Command System (ICS)
- Individual and group disaster preparedness
- Local senior officials briefing and orientation

Exercise & Evaluation

County OES will administer for MOU members a comprehensive exercise development, presentation, and evaluation program designed to test and enhance all levels of emergency management response and recovery. The following products:

- Coordinate and manage the development of all-hazard, performance-based drills, seminars, and exercises
- Coordinate and facilitate the exercise planning process
- Coordinate and facilitate the presentation of periodic all-hazard drills and exercises designed to evaluate emergency response and recovery functions
- Coordinate and manage the post-event analysis and reporting of exercise activity, to include the identification of program gaps and development of appropriate corrective action strategies
- Administer the completion and submission of all documentation for state and federal exercise compliance, in accordance with established Homeland Security Exercise and Evaluation Program (HSEEP) guidelines

Risk Assessment & Threat Analysis

County OES will assist MOU members with the identification, analysis, tracking, and communication of all real, potential, and emerging threats. Capabilities offered to MOU members will include:

- Development of comprehensive jurisdiction-based risk assessments
- Real-time monitoring of actual and emerging threats
- Coordinate liaison for MOU members with local, state, and federal intelligence and situational assessment resources, including the exchange of operationally sensitive and time dependent data
- Development of long-range and emerging risk assessments for MOU members

Preparedness Education and Outreach

County OES will provide the following public and organizational preparedness education and outreach programs to MOU member jurisdictions:

- Locally specific public all-hazard preparedness presentations
- Presentation of government staff disaster preparedness training and orientation
- Distribution of all-hazard preparedness literature and documentation
- Guidance on jurisdictional Continuity of Operations planning
- Protective measures surveys and assessments for MOU members
- Attendance at public safety and preparedness events

Alert and Warning

County OES can initiate emergency and precautionary alerts and warnings for MOU members utilizing a variety of communications and notification systems designed to provide reliable and redundant capabilities in the event of a major disaster. Systems available to MOU members through OES include:

- Reverse 9-1-1 telephonic warning system
- Emergency Alert System (EAS)
- Radio Amateur Civil Emergency Service (RACES)
- Operational Area Satellite Information System (OASIS)
- OES situation conference calls
- OA point of contact for Cal EMA dedicated teleconferencing system
- OES situation and operation conference calls

Disaster Service Worker (DSW) Registration

For MOU member jurisdictions, OES will maintain and administer a uniform method of registering volunteers as Disaster Service Workers, including a central database of all registered DSWs, and can prepare appropriate identification for each new registered DSW. OES ensures compliance with state workers compensation regulations as they pertain to DSW registration.

Liaison & Coordination

County OES will function as the designated liaison between MOU members and other Operational Area organizations and local, state, and federal government agencies, as well as multiple community-based service and support organizations.

Response & Recovery Operations

OES will provide direct support to MOU member jurisdictions and agencies pertaining to organizing for and conducting all-hazard emergency response and recovery operations, including coordinated functioning of a dedicated emergency operations center (EOC). EOC services available to members of the MOU include:

- Direct support and guidance for local jurisdiction EOC activation and staffing

- Direct support for coordinated information, communication, and resource management functions
- Direct coordination of public disaster recovery services
- Coordinated support of post-disaster public assistance centers activation

Special Projects and Emergency Management Support

County OES is prepared to provide the following special services and emergency management support to MOU members:

- Integrated Incident Management Team
- Critical infrastructure identification and risk analysis
- Review of available, and recommendation for implementation of emerging technologies designed to enhance local emergency management
- Emergency management sustainability and interoperability improvements
- Community Emergency Response Team (CERT) mobilization and integration
- Emergency management program branding and communication
- Historical and biographical reviews of local emergency events
- Emergency management program gap analysis and needs assessments
- Best practice resources and informational referrals
- Evaluation of state and federal emergency management regulations
- Local government disaster council organization and support
- Jurisdictional emergency management resolutions
- EOC design and function
- Emergency management readiness supply and equipment procurement evaluation and recommendation
- Post-event performance review and analysis

Yolo Emergency Services Memorandum of Understanding
Funding Formula

Funding Formula: Baseline & Population									
Contributor	Baseline Funding	Juris Pop	Pop Percent	Funding by Population	Contributor Sub-Total	OA Coord Factor	Contributor Total	Percent of Gap Funding	
Yolo County 2010 Population:		200,849							
Yolo Co Housing	\$ 10,000.00	N/A	0.00%				\$ 10,000.00	5.59%	
Winters	\$ 10,000.00	6,624	3.30%				\$ 10,000.00	5.59%	
Subtotals:	\$ 20,000.00	6,624	3.30%				\$ 20,000.00	11.18%	
Davis	\$ 10,000.00	65,622	32.67%	\$ 29,475.00	\$ 39,475.00	\$ (2,500.00)	\$ 36,975.00	20.65%	
West Sac	\$ 10,000.00	48,744	24.27%	\$ 21,886.00	\$ 31,886.00	\$ (2,500.00)	\$ 29,386.00	16.41%	
Woodland	\$ 10,000.00	55,468	27.62%	\$ 24,913.00	\$ 34,913.00	\$ (2,500.00)	\$ 32,413.00	18.10%	
Yocha Dehe	\$ 10,000.00	N/A	0.00%	\$ 21,808.00	\$ 31,808.00	\$ (2,500.00)	\$ 29,308.00	16.37%	
Yolo County	\$ 10,000.00	24,391	12.14%	\$ 10,956.00	\$ 20,956.00	\$ 10,000.00	\$ 30,956.00	17.29%	
Subtotals:	\$ 50,000.00	194,225	96.70%	\$ 109,038.00	\$ 159,038.00		\$ 159,038.00	88.82%	
TOTALS:	\$ 70,000.00	200,849	100.00%	\$ 109,038.00	\$ 159,038.00		\$ 179,038.00	100.00%	
Notes:	<ol style="list-style-type: none"> 1 \$10,000 baseline contribution for all agencies 2 \$159,038 - \$50,000 (baseline for Davis, West Sacramento, Woodland, County and Tribe) = \$109,038 3 \$109,038/5 = \$21,808 applied to Yocha Dehe as population impact factor 4 \$109,038 - \$21,808 (Yocha Dehe population impact factor) = \$87,230 5 \$87,230 x percent of population (200,849 minus Winters) for County, Davis, West Sacramento and Woodland 6 \$10,000 applied to County as representative of OA Coordination responsibility 7 Tribal, Davis, West Sacramento and Davis totals reduced by \$2,500 as a result of County assuming OA Coord charge 								