



Yolo County Housing

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DATE: March 15, 2012

TO: YCH Housing Commissioners

FROM: Lisa A. Baker, Executive Director

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

RECOMMENDED ACTIONS:

That the Housing Commission:

1. Review and Approve the Proposed MOU for Yolo Emergency Services and Authorize the Executive Director to Execute.

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, 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. In addition, since August 11, 2011, YCH has been a member for joint emergency management services, under an interim Memorandum of Understanding (MOU). This Memorandum of Understanding replaces the interim agreement with the final 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, EOC Development, Multi-Hazard Mitigation Plan Revision, Continuity Planning, Communications Interoperability.

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

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

disaster with the coordination of the YCH Emergency Operations Center with allied jurisdictions. YCH will directly benefit from planning and training opportunities which will continue to build our emergency response capacity. YCH position in the cost recovery process will also be strengthened through this shared services model.

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
JOINT EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, 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). All above-mentioned entities are collectively referred to herein as the “Parties.”

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

WHEREAS, the 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, the 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. GOVERNANCE

A. JOINT EMERGENCY MANAGEMENT COUNCIL

All Parties agree to the establishment of a Joint Emergency Management Council (Council), consisting of designated senior leadership from each of the Signatory Agencies to this Agreement. The organization and functions of the Council will be as follows:

1. The County Emergency Services Director will serve as Council Chair for the purposes of facilitating all meetings.
2. The County Emergency Services Manager will serve as staff to the Council for all meetings and proceedings.

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JOINT EMERGENCY MANAGEMENT SERVICES (JEMS)

3. Meet on a regularly scheduled basis, but no less than twice per fiscal year. Council members will conduct business in accordance with mutually agreed upon rules or order and proceedings.
4. Provide executive level oversight and guidance of the shared services component of the joint emergency management agreement.
5. Review periodically the County OES programmatic work plans and initiatives, approve as appropriate, and provide direction to staff in accordance with mutually agreed upon goals and objectives within the established scope of services.
6. Provide County with recommendations for potential program enhancements, including potential expansion of Parties to this Agreement.

**B. OFFICE OF EMERGENCY SERVICES
PROGRAM ADMINISTRATION**

County, functioning as the Coordinating Agency for the designated Yolo Operational Area, shall oversee the administration and functioning of the Office of Emergency Services. Functions and responsibilities retained by County in association with program administration will include, but not be limited to:

1. Overall program policy and direction
2. Staff appointment, management, and supervision
3. Program budget preparation, administration, and oversight
4. Program operating facilities and spaces functioning, and support

C. OFFICE OF EMERGENCY SERVICES FUNCTIONS

As directed by County, the Office of Emergency Services shall be responsible for the delivery of the mutually agreed upon scope of services under this Agreement. The general duties and functions of OES will be as follows:

1. Act as County Representative and apprise Parties on issues relating to emergency management under the provisions of this Agreement.
2. Facilitate the scheduling, organization, and support of all Council meetings.

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3. Coordinate with Party liaisons in the development and implementation of collective and local emergency management strategies and projects, as identified by the mutually agreed upon scope of services.
4. Continue to perform all duties, responsibilities, and functions in accordance with County policy, state regulations, or other activities associated with the OES program, within or beyond the conditions of this Agreement.

D. EMERGENCY COORDINATION

Administrative and programmatic requirements of this Agreement notwithstanding, the direct coordination and direction of emergency response and recovery operations, within the statutory role and authority of the individual jurisdiction or agency, shall remain the responsibility of each of the signatories to this Agreement, except as provided for under State provisions, or as agreed upon by each Party. County will, as required under its recognized responsibilities as Operational Area Coordinating Agency, and to the extent possible given operational and situational priorities, provide technical assistance and support to any Party to this Agreement during periods of real or emerging threat.

II. PROGRAM LIAISON

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

III. 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).

IV. 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.

V. COMPENSATION

A schedule of fees will be established, attached hereto as Exhibit B, in which all Parties agree to share the cost of Joint Emergency Management Services. County agrees to provide annual program cost figures to all Parties by March 1st of each year that the Agreement remains in effect.

VI. TERMS

This agreement shall commence on the date of execution and shall continue, self-renewing, from year to year unless a notice of termination is received by all Parties or upon the happening of any one or more of the following events: (a) the Party's governing body fails to appropriate sufficient funds for the participation in this Agreement; (b) the Party's governing body discontinues, in whole or in part, the program or agency for which the Agreement is executed; or (c) the funding, whether County, State or Federal, for the program or agency for which the Agreement is executed is reduced or withdrawn. Any party may terminate this Agreement, effective at the end of the County fiscal year, June 30th, by written notice to do so on or before May 1st. 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 _____

Jim Provenza, Chair, Board of
Supervisors

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

Dated: _____

By _____

(Title)

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

By _____

(Title)

CITY OF WINTERS, Dated: _____
A Municipal Corporation of the State of California,

By _____

(Title)

CITY OF WOODLAND, Dated: _____
A Municipal Corporation of the State of California,

By _____

(Title)

YOCHA DEHE WINTUN NATION, Dated: _____
A federally recognized Indian Tribe,

By _____

(Title)

YOLO COUNTY HOUSING,
A Political Subdivision of the State; A body
Both corporate and politic Dated: _____

By _____

Executive Director

MOU
JOINT EMERGENCY MANAGEMENT SERVICES (JEMS)

Attest:

By _____

(Title)

Approved as to form

Robyn Truitt Drivon, County Counsel

EXHIBIT A
YOLO EMERGENCY SHARED SERVICES MEMORANDUM OF UNDERSTANDING
2011-2012 SCOPE OF SERVICES

Background

The following represents the scope of services agreed upon between Yolo County OES and the partner jurisdictions and agencies representing the shared services agreement. This attachment to the inter-governmental Memorandum of Understanding (MOU) serves to highlight the emergency management services, activities, and assistance deliverables to the participating members during FY11-12. This is an updated list that represents modifications to the original non-specific enumeration of services available through County OES, as developed in ongoing discussions with members of the shared services group.

This list does not include other services rendered to the partners in the normal course of collaboration under the Office of Emergency Services role as Operational Area Coordinator.

1. INDIVIDUAL AGENCY COORDINATION

OES will meet with designated staff from the partner jurisdictions and agencies, to identify local emergency management needs and expectations. OES will work with each agency to craft appropriate strategies for local enhancement of existing emergency management capabilities, and as appropriate provide assistance in implementation of approved improvement plans of action. As part of this process, surveys will be developed and disseminated to partners for the purpose of helping to focus on needs assessments and solutions for local program improvements.

Anticipated deliverables will include:

- Completed local needs assessments and gap analysis
- Crafted strategic plans and action guidelines that can be implemented over time
- Regularly scheduled meetings with solution-oriented planning

2. STAFF EMERGENCY MANAGEMENT TRAINING

OES will work with partner jurisdictions and agencies to identify training needs and opportunities for local staff relating to the overall enhancement of emergency management capabilities. Partners will identify appropriate levels of performance based upon OES-provided guidance to help facilitate training needs and implementation.

Anticipated deliverables will include:

- List of identified jurisdiction/agency-specific training needs
- Identification of potential training opportunities matched with needs
- Development of intermediate and long-term training implementation plan

EXHIBIT A
YOLO EMERGENCY SHARED SERVICES MEMORANDUM OF UNDERSTANDING
2011-2012 SCOPE OF SERVICES

3. EOC DEVELOPMENT

OES will provide organizational information and technical assistance to member agencies on the development or enhancement of local Emergency Operations Center (EOC) capabilities. Key elements will include a review of staffing and organization, facility features and capabilities, communications and information management systems available or needed, and development of enhanced operating guidance for assigned staff. OES may also assist with the development of training materials specific to the EOC environment, as well as to incorporate provided guidance and training into related emergency management exercises.

Anticipated deliverables will include:

- Survey and assessment of local EOC capabilities and needs based upon identified key capabilities
- Presentation of recommended EOC organizational and technical enhancements in association with partner-identified goals and needs
- Development of staff training materials
- Development of exercise strategies to test EOC concepts and capabilities

4. EXERCISE DEVELOPMENT & PRESENTATION

OES will work with member agencies/jurisdictions for the development, presentation, and assessment of emergency management activities to meet local and operational area capability requirements. Based upon communicated need and expectation of member agencies, OES will work to develop and present an assortment of emergency exercises; utilizing nationally adopted standards and methodologies. Examples of presentation options may include guided seminar, operational drill, tabletop, functional (EOC activation), or full scale (field response) exercises. OES will also assist in the development of appropriate after-action evaluations, and provide guidance in the creation of realistic and measureable corrective action strategies.

Anticipated deliverables will include:

- Identification of exercise needs and expectations based upon local emergency management program capabilities
- Development of realistic and measureable exercise schedule
- Development of local exercise plans
- Presentation and facilitation, and/or assistance with local exercise presentation
- Assistance with post-exercise evaluation and corrective action planning

EXHIBIT A
YOLO EMERGENCY SHARED SERVICES MEMORANDUM OF UNDERSTANDING
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5. OA COMMAND TEAM CONCEPT

OES will work with partner jurisdictions and agencies to investigate options for the establishment of an appropriate cross-disciplinary and multi-functional interagency command team concept within the Yolo Operational Area. OES will identify methods of incorporating OA command team or emergency management overhead support into existing operational area and local government systems to achieve maximum integration.

Anticipated deliverables will include:

- Identification of local expectations and perception of need
- Research and reporting on available concept options
- Development of recommendations for creation of OA command teams, including implementation strategy and timeline

6. OA MULTI HAZARD MITIGATION PLAN REVISION

OES will continue to coordinate and facilitate the revision of the inter-jurisdictional Multi Hazard Mitigation Plan on behalf of the partner agencies. OES will function as the project lead, coordinate interagency meetings, function as liaison between the operational area and the State on hazard mitigation planning, and plan submission. OES will also perform the physical document development, facilitate planning team meetings, conduct community outreach, and serve as the point of contact for inter-jurisdictional mitigation planning and implementation.

Anticipated deliverables will include:

- Continued coordination of inter-jurisdictional hazard mitigation planning effort
- Development of plan document
- Community-based collaboration
- Submission of presentation document to the California Emergency Management Agency (Cal EMA) for review prior to transfer to the Federal Emergency Management Agency (FEMA) for final approval
- Continue coordination of OA Multi Hazard Mitigation Plan implementation and maintenance following FEMA approval and local adoption

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7. BUSINESS CONTINUITY PLANNING

OES will assist member jurisdictions/agencies to identify continuity needs, options, and models based upon nationally accepted standards. Efforts will focus on identification of risk, current continuity practices, suitable planning models, and recommended strategies for implementing more robust and effective business and operational continuity capabilities to sustain local operability and functionality during periods of major emergency. This activity will be based upon partner expectations and identified need; using available resources and existing continuity policies.

Anticipated deliverables will include:

- Review of existing risks and threats to continuity of operations
- Presentation of planning resources and guidance for consideration
- Development of implementation plan, based upon identified need and desire
- Technical assistance with continuity planning and implementation

8. COMMUNICATIONS INTEROPERABILITY

OES will continue to facilitate inter-jurisdictional and cross-disciplinary discussions on methods for improving and sustaining interoperable communications within the Yolo Operational Area, and especially among the members of the shared services partnership. Key areas of activity will include identification of existing interoperability needs, finalization of tactical interoperability plan, development of interagency communication protocols and guidance, and scheduling of communications-based exercises and drills to test operability and functionality among all users.

Although this activity is well underway and involves many agencies, OES will continue to function as the program lead and provide periodic updates to the partner jurisdictions/agencies at the joint emergency management level.

Anticipated deliverables will include:

- Assessment of communications interoperability within the OA
- Completion of OA Tactical Interoperability Plan (TIC-P)
- Development of interagency communications guidance and common operating protocols
- Integration of communication-specific functions into planned exercises

EXHIBIT A
YOLO EMERGENCY SHARED SERVICES MEMORANDUM OF UNDERSTANDING
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9. OPERATIONAL AREA AGREEMENT

OES will collaborate with the partner jurisdictions and other representatives of the operational area to develop a formal agreement that provides foundation for future and sustainable inter-jurisdictional coordination on matters of emergency management within and affecting the Yolo Operational Area.

Anticipated deliverables will include:

- Development of draft Operational Area Agreement for review and discussion by partner jurisdictions/agencies
- Development of integration strategy for proposed agreement with existing OA coordination and new shared services representation
- Identification of yet-to-be determined gaps and needs for ensuring integration at all levels within the Yolo Operational Area

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	
<i>Yolo County 2010 Population: 200,849</i>									
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:	<p>1 \$10,000 baseline contribution for all agencies</p> <p>2 \$159,038 - \$50,000 (baseline for Davis, West Sacramento, Woodland, County and Tribe) = \$109,038</p> <p>3 \$109,038/5 = \$21,808 applied to Yocha Dehe as population impact factor</p> <p>4 \$109,038 - \$21,808 (Yocha Dehe population impact factor) = \$87,230</p> <p>5 \$87,230 x percent of population (200,849 minus Winters) for County, Davis, West Sacramento and Woodland</p> <p>6 \$10,000 applied to County as representative of OA Coordination responsibility</p> <p>7 Tribal, Davis, West Sacramento and Davis totals reduced by \$2,500 as a result of County assuming OA Coord charge</p>								