

**Bay Area
Social
Services
Consortium**

Community Resiliency and Disaster Preparedness

REGIONAL MEMORANDUM OF AGREEMENT

Counties

*Alameda
Contra Costa
Marin
Monterey
Napa
San Benito
San Francisco
San Mateo
Santa Clara
Santa Cruz
Solano
Sonoma*

Universities

*California State University,
Monterey Bay
California State University,
East Bay
San Francisco State San Jose State
University of California, Berkeley*

Foundations

*The Zellerbach Family
Foundation*

Michael J. Austin, PhD
BASSC Staff Director
Sarah Carnochan, PhD
BASSC Research Director

This Memorandum of Agreement is entered into by and between the members of the Bay Area Social Services Consortium (BASSC) to support implementation of Assembly Bill No. 607, known as the Community Resiliency and Disaster Preparedness Act of 2017 Specifically the California Welfare and Institutions Code. Section 18917 directs,

“(1) The Department of Social Services to in consultation with stakeholders, shall identify the necessary elements of a county disaster plan, and shall issue guidance to county human services agencies informing them of the obligations to submit a disaster plan pursuant to paragraph (2), and of the necessary elements that shall be included in the plan.

(2) A county human services agency shall annually submit to the department a disaster plan that includes the creation of mutual aid regions consisting of two or more counties to ensure there are sufficient resources necessary to continue adequate access to benefits during a disaster. The disaster plan shall include elements specified in paragraph (1).”

Article 1 – Background and Purpose

In January 2018 BASSC Principal Representatives began to develop a mutual support agreement to address the requirement in Section 6 of Assembly Bill No. 607 that county human services agencies create *mutual aid regions consisting of two or more counties* to ensure there are sufficient resources necessary to continue adequate access to Social Services benefits during a disaster”. The BASSC Emergency Response Mutual Assistance Committee was formed in March 2018 consisting of the designated Staff Representatives of each member of the BASSC to draft a Mutual Support Agreement between BASSC members in times of disaster. In July, 2018, in order to better align the BASSC mutual aid support region with the existing CalOES Region II, it was agreed to by all staff representatives to extend an invitation to Lake, Del Norte, Mendocino and Humboldt Counties to partner in this initiative.

Article 2 – Definitions

As used in this Agreement, the following terms have the following definitions:

“**Act**” means Assembly Bill No. 607, also known as the Community Resiliency and Disaster Preparedness Act of 2017.

“**CalFresh Program**” means the program formerly known as Food Stamps and federally known as the Supplemental Nutrition Assistance Program (SNAP). During disasters, these programs are known Disaster CalFresh and Disaster-SNAP or D-SNAP.

“**CalWORKS**” means the California Work Opportunity and Responsibility for Kids, a cash aid program for low income families to meet basic needs.

“**CalOES**” means the California Office of Emergency Services.

“**CBO**” means community-based organization(s).

“**CDSS**” means the California Department of Social Services.

“**Disaster Support Task Force organization**” means the primary organization formed from among the BASSC members to coordinate and facilitate the support requested by Member Counties in a disaster situation. This organization will consist of personnel and contributions from all available Member Counties.

“**EBT**” means electronic benefits transfer. This is an electronic system that enables the issuance of social service benefits through a magnetically encoded card.

“EMMA request” means a request for assistance under the California Emergency Management Mutual Aid Plan.

“FEMA” is the Federal Emergency Management Agency.

“Parties” means all members of the Bay Area Social Services Consortium and other counties agreeing to participate as guest members.

“Party” means an individual party to the Agreement.

“Principal Representative” means the Director of each member county’s social/human services agency and member of the Bay Area Social Services Consortium.

“Staff Representative” means the representative of each BASSC member county’s Social/Human Services Agency appointed to serve on the BASSC Emergency Response Mutual Assistance Committee.

Article 3 – Resolutions

All Parties agree:

- A. That a disaster occurring for one or any number of the members is treated as a disaster for all the members.
- B. To provide support to members requesting disaster aid to the best of their available means.
- C. To create a Mutual Aid Plan to guide the delivery of disaster support under this Mutual Support Agreement.
- D. To form and utilize a Disaster Support Task Force organization to deliver the most efficient management and the most effective support to Member Counties dealing with disasters.
- E. To utilize the CalOES Emergency Management Mutual Aid Plan to manage and record all requests for support.
- F. That requested Social Services support may require remote and/or onsite support, and may consist of any combination of support personnel, supplies, communications and transportation.

Article 4 – Responsibilities of the Parties

- A. To the best of their respective abilities, provide requested Social Services support and assistance to requesting Member Counties during disasters in accordance with Article 3, Subsection F above.
- B. To participate as members of the BASSC Emergency Response Mutual Assistance Committee in drafting a BASSC Mutual Aid Plan that meets or exceeds the requirements of Section 6 of Assembly Bill No. 607.
- C. To participate as contributing members of the BASSC Disaster Support Task Force organization.
- D. To document the costs of all support delivered to or received from Member Counties under the BASSC Mutual Aid Plan for inclusion in any submittals for State and Federal disaster relief under the California Emergency Management Mutual Aid Plan. Supported members agree to coordinate reimbursement requests with the BASSC membership before submittal.
- E. To participate in semi-annual exercises of the BASSC Mutual Aid Plan.
- F. To participate in monthly meetings of the BASSC Emergency Response Mutual Assistance Committee until the BASSC Mutual Aid Plan is drafted and approved. Thereafter to participate in regular quarterly meetings to support exercise planning and execution.

Article 5 – Term and Termination of the Agreement

This Agreement will become effective on the date of the last signature below by the Principal Representatives and will continue in effect indefinitely thereafter, or until terminated by majority vote of the Principal Representatives. Individual members will provide 60 days' notice to all other members of any decision to unilaterally withdraw from this agreement.

Article 6 –Periodic Review

The Parties will jointly review this Agreement at least once every three (3) years, or sooner if requested by any Member County. The Parties' Principal and Staff Representatives will initiate and coordinate the review.

Article 7 – Dispute Resolution

If a dispute arises between the parties related to this Agreement, then the Parties will exercise their best efforts to resolve the dispute at the lowest possible administrative level. The parties' Staff Representatives will initially confer and try to resolve the matter. If the Staff Representatives are unsuccessful, they will refer the matter to their Principal Representatives. If the Principal Representatives are unsuccessful, they will, as a matter of last resort, refer the matter to the next Principal Representatives meeting of the Consortium for consideration and resolution by vote of the membership. The Parties further agree that any further disputes shall be governed consistent with CalOES laws, rules, and regulations.

Article 8 – Choice of Law

This Agreement shall be construed in accordance with the laws of the State of California.

Article 9 – Amendment

The Parties agree that this MOA shall only be amended by mutual, written agreement by all the Parties.

Article 10 – Authority

By signing this MOA, a signatory warrants and represents that she/he executed this MOA in her/his authorized capacity and that by her/his signature on this MOA, she/he or the entity upon behalf of which she/he acted, executed this MOA.

Article 11 – Miscellaneous

- A. No relationship of employer and employee is created by this MOA between the Parties, it being understood that each Party shall act hereunder as independent agencies. This Agreement is not intended to and shall not be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture, or association.
- B. The Parties shall each maintain their own liability insurance coverage through self-insurance against any claim of liability arising out of the performance of this MOA, and shall make such proof of coverage available to the other Party upon request.

Santa Cruz Human Services Department:

Ellen Timberlake
Director

Date

Solano County Department of Health and Social Services:

Gerald Huber
Director

Date

Sonoma County Human Services Department:

Karen Fies
Director

Date