

El Dorado Operational Area

Emergency Mass Notification Program

Memorandum of Understanding

I. Purpose:

To establish and maintain an emergency mass notification program (EMNP) that enables participating public agencies, with a shared cost, to quickly alert and warn the general public of an existing, and or pending danger, and to establish mutually agreeable guidelines for the use of the emergency mass notification program.

II. Scope:

This memorandum outlines the agreed upon conditions for the acquisition, maintenance, training, yearly cost share, and security measures that are necessary for the EMNP to function successfully.

III. Background:

Communication technology has advanced such that public safety agencies can now alert and warn thousands of people at one time, and within minutes of discovering that a danger exists. The system is comprised of a computer system that is integrated with a large telephone network. To activate the system, a voice message is first downloaded into the computer system. A GIS based area is then identified to indicate where the message is to be sent. With a key stroke, the message is then sent to all of the telephones in the identified area informing residents that a danger exists, what they need to do to protect themselves (shelter-in-place/evacuate), where to find shelter, and obtain additional information.

These systems are often referred to by the media as Reverse 911. The system uses telephone company data, combined with GIS and parcel information to form an ability to send messages to particular geographic area. These systems have proven to be very beneficial in quickly alerting the public of an existing or pending danger, and communicating the information they need to protect themselves.

The system does not discriminate between a residential or business location, it simply calls or messages contact points. The system is capable of communicating information by primary land line phone, cellular phone, text messaging, and electronic mail. Should the system reach an answering machine, it will leave a message.

IV. Terms and Conditions:

The below participating agencies have agreed to the following terms and conditions:

- a. For the purpose of contract administration and system management, the City of South Lake Tahoe shall serve as the "Lead Agency";
 1. By accepting the role of Lead Agency, neither the City of South Lake Tahoe, its employees or agents will be liable for failure of the Reverse 9-1-1 system.
- b. System Acquisition and ongoing operating and maintenance costs will be funded through homeland security or similar grants;
 - ~~1. Should homeland security or similar grant funding not be available, each participating agency will be invoiced by the "Lead Agency" and will share in the initial cost in acquiring the Reverse 9-1-1 system at the following levels:~~

~~i. City of South Lake Tahoe: \$67,477.75~~

~~ii. County of El Dorado: \$20,000~~

~~iii. South Tahoe Public Utility Dist.: \$20,000~~

~~iv. El Dorado Irrigation Dist.: \$ 6,000~~

~~v. City of Placerville: \$ 3,000~~

2. Agencies will share equally the cost of maintaining the Reverse 911 program;
 3. Agencies will submit their payment share, to the "Lead Agency," within sixty (60) days of the due date prescribed by the vendor in order to satisfy the contract agreement with the vendor;
 4. Each agency will stay current with their payment on additional expenses they incur with the Reverse 911 company so as not to jeopardize the contract that is shared by all participating agencies;
- c. Agencies will not undertake any action that brings discredit, and or undermines public trust in the program;
 - d. Agencies will support the training of a sufficient number of employees to: (1) ensure they are competent in operating the Reverse 911 system, and (2) are reasonably able to cover 24/7/365 activation capability during an emergency event;
 - e. Agencies agree that during an emergency event or local disaster, operation of the system will be managed exclusively through primary Emergency Operations Center (Placerville/OES) or the Local Emergency/Joint Operation Center (South Lake Tahoe);
 - f. Problems with an activation of the Reverse 911 system will be immediately reported by the agency which discovered the problem(s) to the company as well as other participating agencies in the program;
 - g. Agencies will safe-guard their passwords and system security. Any suspected or actual breach of security needs to be immediately reported to the Reverse 911 company as well as other participating agencies;
 - h. Agencies agree to assist other agencies with Reverse 911 system activations when the disaster event is catastrophic, and help is needed;
 - i. The City of South Lake Tahoe, serving as the "Lead Agency," is authorized to act on behalf of the below participating agencies in contract negotiations with the Reverse 911 company, and assemble a final draft contract that is ready for approval and funding; and
 - j. This Memorandum of Understanding ("MOU") shall be for a term of five (5) fiscal years and shall be effective when signed by all Parties. This MOU will remain in force and effect until one Party discontinues participation, as provided in paragraph (k) below, in which case this MOU shall remain in force and effect with the remaining Parties to the MOU.
 - k. Participating agencies agree to be a funding partner for a period of five (5) fiscal years beginning with Fiscal Year 2008/2009. Participating agencies may discontinue being a

member of the program, but they must provide at least one year's notice so remaining members can find a replacement, and/or assume the additional funding to continue the program;

- l. Participating agencies, through their agency website, will maintain "Portal" or "Link" access to the Reverse 9-1-1 host site to allow residents, property owners, business owners, and others to be notified by the system the ability to provide and update alternate means of notification (i.e. e-mail, cellular, pager, and text). Additionally, each of the participating agencies will share in the education of the public on the updating and maintenance of data needed for the system to operate appropriately;
- m. Locally maintained equipment shall be housed in a site to be determined by the City of South Lake Tahoe Information Systems Division;
- n. Participating agencies who maintain representation on the (El Dorado County) Homeland Security Grants Approval Committee agree to pledge funds allocated to the County of El Dorado Office of Emergency Services toward the reimbursement of the participating agencies of the purchase price of the system. And continue to fund the operating and maintenance costs and other reoccurring fees associated with the system, from Homeland Security Grant or similar grant funds.

V. Notice:

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

Notice to City of South Lake Tahoe:

David Jinkens, City Manager
1901 Airport Road
South Lake Tahoe, CA 96150

Lorenzo Gigliotti, Fire Chief
2101 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150

Notice to City of Placerville:

Chief George Neilson
730 Main Street
Placerville, CA 95667

Notice to County of El Dorado:

Lt. Marty Hackett, Sheriff's OES
300 Fair Lane
Placerville, CA 95667

Notice to South Tahoe Public Utility District:

Richard Solbrig, General Manager
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

Notice to El Dorado Irrigation District:

W. Thomas Gallier, General Manager
Ron Kilburg, Security/Safety Officer
2890 Mosquito Road
Placerville, CA 95667

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

VI. Training:

All system users shall be supplied system-training manuals. Training will be conducted using the “train the trainer” format. All system users shall be trained and tested to demonstrate proficiency in key performance areas.

Minimal training shall include:

- a. Operation of all workstation equipment, including computer systems and telephone equipment.
- b. Proper use of all mission-critical support applications, including mapping programs, databases and dispatching programs.
- c. Disaster recovery/activation plans.
- d. Appropriate situations for use of the Reverse 911 system.
- e. Inappropriate use of Reverse 911 data and 911 databases.

Skills enhancement training shall be conducted in a timely manner as changes are made to system operations. Regardless of frequency and/or type of training provided, system administrators shall ensure that any training provided and system requirements set forth are appropriately documented in the individual agent’s personnel or training file.

VII. Accessibility to Deaf/Hearing Impaired Individuals:

The [Insert Name of Fire Department/Agency Responsible] will compile the initial database of TDD users. Ongoing update information will be the responsibility of each individual jurisdiction.

VIII. Personnel Matters:

In the performance of any of the services under this MOU, each of the Parties’ employees shall act as independent contractors in relation to the other Parties 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.

IX. Dispute Resolution

In the event of dispute between the parties over the terms and conditions of this Agreement, the parties agree to meet and confer in good faith to resolve any such dispute. If the dispute is not resolved, then such dispute shall be submitted to the City Council for resolution. The decision of the City Council shall be final and shall be appealable only to the Unified Courts of El Dorado County as provided by law.

X. Counterparts:

This MOU 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. Executed agreements from other agencies shall be attached in Appendix A.

XI. Interpretation of MOU:

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

XII. Integration:

This MOU embodies the entire agreement of the Parties in relation to the scope of matters covered by this MOU, and no other agreement or understanding verbal or otherwise, exists between the Parties.

XIII. Authority:

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

XIV. Conclusion:

A working/operating group will be formed from the participating agencies, beginning in Fiscal Year 2008/2009, effective July 1, 2008; the City of South Lake Tahoe will have the lead and will serve as the chair of the working/operating group in developing the program. Each subsequent fiscal year, another agency will be asked to take the lead, serving as the chair of the working/operating group and handle potential problems and concerns that come up. In January of each year, participating agencies will send a representative to a noticed meeting to discuss the performance or any system problems that have occurred, make suggestions for improved service, and vote to continue contracting with Reverse 911. A unanimous vote is needed to add, and or modify any of the above mentioned conditions and agreements.

City of South Lake Tahoe:

Reviewed as to content by:

Reviewed as to form:

David Jinkens, City Manager

Date:

Catherine DiCamillo, City Attorney

Date:

Approved by:

Mike Weber, Mayor

Date:

Attest:

Susan Alessi, City Clerk

Date:

APPENDIX "A"

As referenced in item X "Counterparts" above the following agency approvals will be attached to this, the master agreement which will be retained on file with the City of South Lake Tahoe City Clerks Office

City of Placerville

County of El Dorado

South Tahoe Public Utility District

El Dorado Irrigation District