

Memorandum of Understanding

Between

San Benito County Office of Emergency Services

and

Community Foundation for San Benito County

I. Purpose

This Memorandum of Understanding (MOU) defines the responsibilities of and the relationship between the San Benito County Office of Emergency Services, herein referred to as “OES”, and the Community Foundation for San Benito County, herein referred to as “The Foundation”, and collectively as “The Parties”, to manage donations before, during, and after a large scale emergency or disaster event.

II. Background

San Benito County is susceptible to numerous human caused and natural disasters that could potentially occur with little or no warning. After a disaster, the public often feels compelled to provide donations to help those affected by the incident. Monetary donations are the most efficient way to support those who are impacted by an emergency as they can be utilized to purchase or support the specific goods or services that are required based upon conditions and circumstances and require much less logistical coordination.

While OES is tasked with coordinating the effective and efficient response to any and all types of hazards and threats, it lacks the ability to effectively accept and manage monetary donations from members of the public. The Foundation, however, is a 501(c) (3) nonprofit organization dedicated to granting monies to a variety of local causes and nonprofits. In the event of a disaster, The Foundation has the ability to receive monetary donations and distribute them to the causes and nonprofits that are the most appropriate to meet the needs of San Benito County residents throughout disaster response and recovery. Through this MOU, The Parties are able to work together to ensure that disaster response is effective and appropriate.

III. OES Responsibilities

- a. Prepare the County of San Benito to effectively and efficiently respond to and recover from any and all types of hazards and threats.
- b. Continue to create relationships and partnerships that strengthen the County’s ability to manage any incident(s), including entering MOUs with partner agencies, non-profit organizations, and other non-governmental organizations.

- c. Provide public education services to ensure residents are prepared for any and all hazards, including educating residents on the services provided by The Foundation.
- d. Manage the Operational Area Emergency Operations Center, including incorporation of The Foundation into the organizational chart.
- e. Regularly share information with The Foundation before, during, and after a large scale emergency or disaster to facilitate their ability to provide grant monies to the most appropriate entities and assist with prioritization of needs.

IV. The Foundation Responsibilities

- a. Provide donors with a way of giving that fulfills their financial and charitable interests.
- b. Identify local, regional, and national based causes and non-profits that provide support or services to San Benito County and its residents following an emergency or disaster.
- c. Educate the public and advertise the ability of The Foundation to support response and recovery from large scale incidents.
- d. Provide a liaison to the Operational Area Emergency Operations Center during a large scale emergency or disaster to receive information on areas of need.
- e. Facilitate donations to the proper causes and non-profit organizations to assist the community based upon information and needs gathered from Emergency Operations Center situational status updates.

V. Term and Termination

This MOU is at-will and may be modified by mutual consent of authorized officials from The Parties. This MOU shall become effective upon signature by the authorized officials from The Parties and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from The Parties, this MOU shall continuously remain in effect.

VI. Miscellaneous

This MOU does not create a partnership or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Entering into this memorandum of understanding does not preclude either party from entering into similar agreements with other parties and does not affect other agreements already in place.

VII. Signatures

These signatures attest the parties' agreement hereto:

SAN BENITO COUNTY
OFFICE OF EMERGENCY SERVICES:

Kevin O'Neill
Emergency Services Manager

Date

COMMUNITY FOUNDATION FOR
SAN BENITO COUNTY:



Gary Byrne
President/CEO




Date

Approved As To Legal Form:

San Benito County Counsel's office

By:



Shirley L. Murphy, Deputy County Counsel