

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SISKIYOU COUNTY
AND
THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES OF THE STATE OF
CALIFORNIA OF THE UNITED STATES OF AMERICA**

Siskiyou County and the California Governor's Office of Emergency Services (Cal OES), an agency of the State of California of the United States of America, hereinafter collectively referred to as "the Parties," effective on September 2, 2022 (the "Effective Date"), enter into this Memorandum of Understanding (MOU) and agree as follows:

**SECTION I
Recitals**

WHEREAS Cal OES protects lives and property, builds capabilities, and supports California communities through effective collaboration in preparing for, protecting against, responding to, recovering from, and mitigating the impacts of wildfires.

WHEREAS Siskiyou County governs over the constituents living within its jurisdiction.

WHEREAS Siskiyou County is requesting assistance from Cal OES for wildfire survivors impacted by the Mill Fire, including assistance with an emergency sheltering program for use by wildfire survivors.

WHEREAS Cal OES will purchase up to 16 travel trailers for use in Siskiyou County and facilitate the delivery and installation of said trailers at a commercial RV park or parks located in an area adjacent to the city of Weed, CA 96094.

WHEREAS Cal OES requires Siskiyou County to take ownership of the state purchased travel trailers, with Cal OES providing title of such trailers to Siskiyou County at the time of purchase.

WHEREAS Cal OES will facilitate reimbursement to Siskiyou County through the California Disaster Assistance Act (CDAA) for up to 10 motel/hotel rooms for Mill Fire survivors until the emergency sheltering program end date of March 31, 2023, unless the emergency sheltering program end date is extended by Cal OES.

SECTION II Objective

Cal OES agrees that Siskiyou County shall assume ownership of the emergency sheltering program for the purpose of responding to, recovering from, and mitigating the impacts of the Mill Fire by supporting the survivors that resided in Siskiyou County. Each party is responsible for its own expenses related to this MOU. There will not be an exchange of funds between the parties for tasks associated with this MOU.

SECTION III Obligations

The Parties agree to the enumerated responsibilities listed below.

Cal OES:

1. Will facilitate the purchase of up to 16 travel trailers from a private party vendor.
2. Will provide title of up to 16 travel trailers to Siskiyou County at the time of purchase of such trailers.
3. Will not request the return of the above referenced travel trailers purchased for the emergency sheltering program in Siskiyou County at any time.
4. Will facilitate reimbursement to Siskiyou County through the California Disaster Assistance Act (CDAA) for up to 10 motel/hotel rooms for the emergency sheltering of Siskiyou County residents who lost their primary residence in the Mill Fire incident until March 31st, 2023.
5. Will pay for the delivery, installation and winterization of up to 16 travel trailers at a commercial RV park or parks located in an area adjacent to the city of Weed, CA 96094, including the construction of stairs and handrails up to the front door of each travel trailer.
6. Will cease funding for the servicing of the emergency sheltering program after March 31st, 2023.
7. Will disclaim liability associated with the emergency sheltering program utilizing motel/hotel rooms and travel trailers related to the aforementioned emergency sheltering program after the Effective Date.
8. Will cooperate with Siskiyou County in the assignment of any wrap-around services contracts by executing such documents as are required to accomplish the assignment of the contracts.

Siskiyou County:

1. Will accept ownership of any assets of the program, including but not limited to any “wrap-around” contracts or services.
2. Will enter into a lease, sublease, or similar agreement with each motel/hotel used for emergency sheltering.
3. Will not enter into a license agreement with any motel/hotel used for emergency sheltering.
4. Will ensure all agreements it enters into with any motel/hotel or property used for emergency sheltering provide that Siskiyou County will bear responsibility for: 1) removing residents of any motel/hotel or property used for emergency sheltering after the need for such sheltering has lapsed; and, 2) any costs incurred in removing such residents.
5. Will ensure any motel/hotel used for emergency sheltering is in an emergency shelter land use zone.
6. Will ensure the operator of each motel/hotel used for emergency sheltering applies, and is approved, for a conditional use/mixed-use permit for emergency sheltering.
7. Will not return any portion of the emergency sheltering program adjacent to Weed, CA 96094 to Cal OES after accepting its ownership.
8. Will accept and protect information related to the residents of the emergency program in accordance with the Information Practices Act and other applicable law.
9. Will draft and execute any wrap-around services contracts to support the emergency sheltering program.
10. Will, upon the Effective Date, assume responsibility for any liability associated with the emergency sheltering program arising from the emergency sheltering.
11. Will make the emergency sheltering program available as a county asset that provides shelter for the survivors that resided in Siskiyou County and lost their primary residence in the Mill Fire incident.

SECTION IV Points of Contact

Siskiyou County and Cal OES will serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this MOU.

Siskiyou County:

Angela Davis

Chief Administrative Officer, Siskiyou County

adavis@co.siskiyou.ca.us

California Governor's Office of Emergency Services:

Ryan Buras

Deputy Director, Cal OES Recovery Operations

ryan.buras@caloes.ca.gov

SECTION V Availability of Personnel and Resources

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by either Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the Party who incurs them, unless otherwise stipulated and decided pursuant to a future written arrangement. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel, and other resources of each Party.

The personnel designated by a Party for the execution of this MOU will work under the orders and responsibility of the Party and any other organization or institution to which they belong, at all times maintaining any preexisting employment relationship with the Party and such organization or institution. Their work will not create an employer-employee relationship with another Party or any other organization or institution, so in no case will that other Party, or other organization or institution, be considered as a substitute or joint employer of the designated personnel.

SECTION VI Compliance with Applicable Laws

All activities undertaken pursuant to this MOU, and all personnel designated by the Parties for the execution of those activities undertaken pursuant to this MOU are subject to all laws applicable in the jurisdiction where the activities are performed. Such personnel, if visiting the other Party to participate in an activity pursuant to this MOU, will not engage in any activity detrimental to this MOU.

**SECTION VII
Interpretation and Application**

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Parties, who will endeavor in good faith to resolve such differences.

This MOU may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION IX
Signatories**

FOR SISKIYOU COUNTY	FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA
Brandon A. Criss Chair, Board of Supervisors Siskiyou County	Ryan Buras Deputy Director Cal OES Recovery Operations