

# City of Brisbane

## Agenda Report

TO: Honorable Mayor and City Council

FROM: Randy Breault, Director of Public Works/City Engineer via City Manager

SUBJECT: Amended JPA for San Mateo Operational Area Emergency Services Organization

DATE: April 7, 2014

### **City Council Goals:**

To provide public service that assures the safety of property and citizens residing, working, or visiting in Brisbane. (#9)

### **Purpose:**

To obtain Council approval of the amended Joint Exercise of Powers Agreement for the San Mateo Operational Area Emergency Services Organization. The recommended action is consistent with the community's value of safety; specifically, planning for assistance to be available and planning to minimize the impacts of emergency events.

### **Recommendation:**

Approve Resolution No. 2014-06 Adopting the First Amended Joint Exercise of Powers Agreement for the San Mateo Operational Area Emergency Services Organization.

### **Background:**

The most recent approved update to the Joint Powers Agreement (JPA) was dated April 3, 1997 (see attached). There have been many changes in the delivery of emergency services in the last quarter of a century, with the most significant of those changes coming after the events of September 2001.

In January 2013, the Emergency Services Council (ESC) directed the County's Office of Emergency Services (OES) staff to review the current JPA. During that review, staff discovered that the original JPA was not on file with the California Secretary of State, as required by the Government Code.

The proposed Amendment modernizes the working terminology now current in emergency services, addresses compliance with requirements of the state's Standardized Emergency Management System and the federal government's National Incident Management System, and better defines the

responsibilities of the Emergency Services Council, the County OES, and the responsibilities of the individual cities.

**Discussion:**

The Amendment was reviewed by the Fire Chiefs, Police Chiefs, City Managers and County Counsel before being presented to the ESC. Members of the ESC did raise some questions on language in the JPA during their September 2013 and January 2014 meetings. These items have not been addressed in the Amendment that was distributed to City Managers in December 2013.

Although there are questions that remain to be answered, and a revision to this Amendment will undoubtedly be required, approving the document in its current form is important to update significant portions of the existing very outdated agreement, and to also create a document that can be properly recorded with the Secretary of State. At this point in time, approximately 1/3 of the cities have approved the Amendment.

Director of Office of Emergency Services Breault and City Council appointee to the ESC, Mayor Conway, recommend approval of the Amendment. Director Breault has spoken with Captain Mark Wyss with the Sheriff's Office, and Captain Wyss has confirmed that outstanding questions will be addressed in the near future.

The City Attorney has reviewed the document and has no recommended changes.

**Fiscal Impact:**

The funding formula that prescribes how much each agency will pay to the JPA is unchanged by this Amendment.

**Measure of Success**

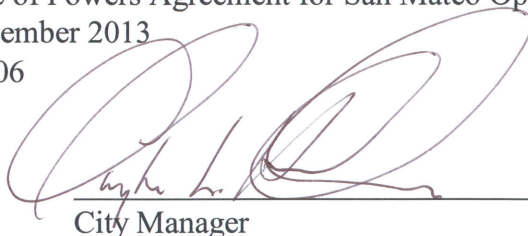
The efficient and timely provision of emergency services during a disaster.

**Attachments:**

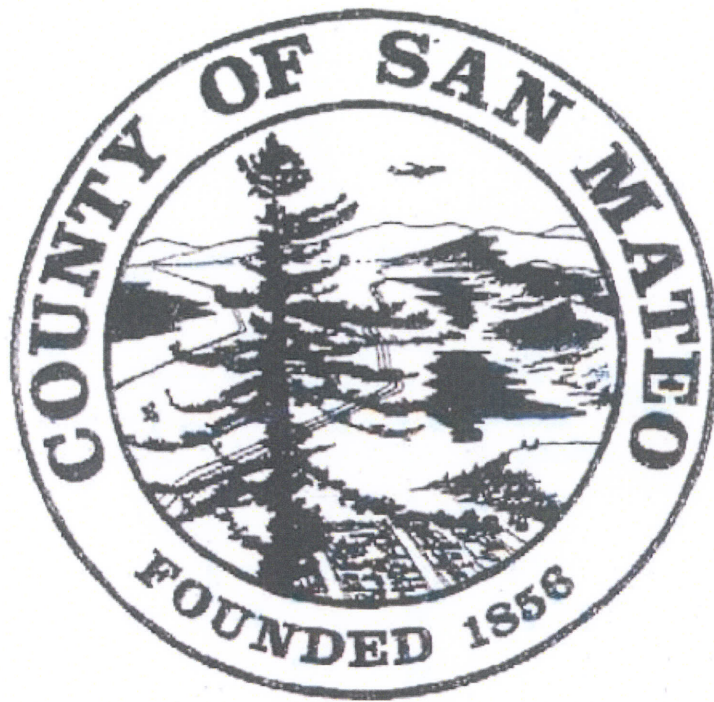
- San Mateo County Operational Area Joint Powers Agreement, April 3, 1997 Revision
- Proposed First Amended Joint Exercise of Powers Agreement for San Mateo Operational Area Emergency Services Organization, December 2013
- City of Brisbane Resolution No. 2014-06



\_\_\_\_\_  
Director of Public Works/City Engineer

  
\_\_\_\_\_  
City Manager

**SAN MATEO COUNTY  
OPERATIONAL AREA  
JOINT POWERS  
AGREEMENT**



REVISION as of 3 APRIL 1997



# AGREEMENT CONTENTS

PURPOSE . . . . . 1

A Definitions . . . . . 2

B Establishment of the Emergency Services Organization . . . . 4

C San Mateo Operational Area Emergency Services Council . . . 5

D Participating Partners . . . . . 7

E Managers' Advisory Committee . . . . . 8

F Area Emergency Services Coordinator . . . . . 9

G Mutual Responsibilities . . . . . 11

H Budget and Cost-Sharing . . . . . 12

I Insurance . . . . . 15

J Effectiveness . . . . . 15

K Termination . . . . . 16

L Supersession . . . . . 16

ATTACHMENT A - List of Parties



EMERGENCY SERVICES AGREEMENT  
SAN MATEO OPERATIONAL AREA  
EMERGENCY SERVICES ORGANIZATION

## PURPOSE

The County of San Mateo (hereinafter referred to as "the county") and the incorporated cities (hereinafter referred to as "the city" or "the cities" as required by the context) within the county which have signed and are parties to this agreement are listed in Exhibit A (which is attached and incorporated by this reference). The county and the cities desire to establish a unified emergency organization (hereby designated as the **SAN MATEO OPERATIONAL AREA EMERGENCY SERVICES ORGANIZATION** and hereinafter referred to as "the Emergency Services Organization") for the purpose of preparing and carrying out, pursuant to the California Disaster and Civil Defense Master Mutual Aid Agreement previously adopted by the county and the cities and the Standardized Emergency Management System (SEMS), coordinated plans for the protection of persons and property in the event of a disaster, and to jointly purchase, maintain, and operate certain communications systems and a hazardous materials emergency response program:

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, the county and the cities agree as follows:

**A. DEFINITIONS**

1. "Emergency Services" shall mean the preparation for and the carrying out of all emergency functions to prevent, minimize, and repair injury and damage resulting from disasters.
2. "Disaster" shall mean actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake, or other similar public calamity, with the exception of any condition resulting from a labor controversy.
3. "State of War Emergency" means the condition which exists immediately, with or without a proclamation thereof by the governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that such an enemy attack is probable or imminent.
4. "State of Emergency" means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, or earthquake or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city

and require the combined forces of mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

5. "Local Emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, or earthquake or other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.
6. A "mutual aid region" is a subdivision of the state emergency services organization, established to facilitate the coordination of mutual aid and other emergency operations within an area of the state consisting of two or more county operational areas.
7. The "Operational Area" is an intermediate level of the state emergency services organization, consisting of the



county and all political subdivisions within the county area. In a state of war emergency the operational area shall serve as a link in the system of communications and coordination between the state's emergency operating centers and the operating centers of the political subdivisions comprising the operational area.

8. The "Standardized Emergency Management System (SEMS)" (Government Code Section 8607) is a set of requirements for local, regional, and state emergency response agencies. SEMS requires the use of the Incident Command System, multi-agency or inter-agency coordination, operational areas, and established mutual aid systems. This agreement provides the basis for SEMS in San Mateo County. It establishes a mutual aid operational area that coordinates inter-agency planning and response. The Incident Command System was adopted by the Operational Area and all its parties in 1988.

**B. ESTABLISHMENT OF THE EMERGENCY SERVICES ORGANIZATION**

1. The parties hereby create an entity to be known as the San Mateo Operational Area Emergency Services Organization for coordinated disaster mitigation, preparedness, response and recovery plans and activities to reduce life and property loss in the event of emergencies and disasters in the County and cities.
2. The Organization shall be an entity which is separate from the parties to this agreement and shall be responsible for the administration and implementation of

this agreement and its purposes. Except as provided herein, the debts, liabilities, and obligations of the Emergency Services Organization shall be the debts, liabilities, and obligations of the entity and not the debts, liabilities, and/or obligations of the parties to this agreement.

3. The Emergency Services Organization may purchase, lease, own, or dispose of property and equipment, and make and enter contracts, as may be required to meet the purposes of this agreement. It may employ agents and employees, operate works and improvements, sue and be sued in its own name, and invest surplus funds. Upon termination of this agreement, title to all property acquired by the Area Emergency Services Organization or with any funds of the Area Emergency Services Organization shall remain with the county for use on a county-wide basis. Surplus funds will be returned to each party in proportion to the contributions made.

**C. SAN MATEO OPERATIONAL AREA EMERGENCY SERVICES COUNCIL**

1. San Mateo Operational Area Emergency Services Council is hereby designated as the governing body of the Area Emergency Services Organization.
2. The members of the Area Emergency Services Council will include:
  - a. A member of the board of supervisors, who shall be designated by the board of supervisors.

- b. The mayor of each city or, in the case of his/her inability to attend, an alternate for said mayor from the city council. (In some cases, due to local considerations, it may be more expedient for a city council to designate a member of the city council other than the mayor to be its regular member. Only the mayor or other regular city council member or, in case of their inability to attend, an alternate council member, shall enjoy full membership and the right to vote in the proceedings of the Area Emergency Services Council.)
3. The chair of the Area Emergency Services Council shall be the representative from the board of supervisors unless a majority of the Area Emergency Services Council vote to select one of their members to be the chair and an alternate vice-chair shall be selected by the Area Emergency Services Council from its membership.
4. It shall be the duty of the Area Emergency Services Council and it is hereby empowered to review and recommend for adoption by the board of supervisors and the city council of each of the cities, such emergency plans, programs and agreements, in addition to the basic agreements hereinafter contained, as are necessary to carry out the purposes of the Emergency Services Organization.
5. It shall also be the duty of the Area Emergency Services Council to approve an annual budget in an amount



necessary to carry out the purposes of the Emergency Services Organization. Immediately upon review of the budget, the Area Emergency Services Council shall recommend the budget to the governing body of the county and each of the cities for the purpose of securing from each of them appropriations in accord with each party's obligations as set forth in Paragraph H and hereinafter provided.

6. The Area Emergency Services Council shall meet upon the call of the chair or in his or her absence from the area, or inability to call such a meeting, upon the call of the vice-chair or the alternate in numerical succession. It shall meet at least quarterly.

**D. PARTICIPATING PARTNERS**

In order to meet the coordination requirements of Government Code §8607 (the Standardized Emergency Management System) and to insure cooperative emergency planning and response, the following may be invited to attend, as non-voting members, all regular and special meetings of the Area Emergency Services Council, participate in the development of plans and training programs, and otherwise assist in supporting the implementation of this agreement:

1. A representative of the American Red Cross to be appointed by the chair with the approval of the Area Emergency Services Council.

2. Such representatives of the local school districts, clergy, industry, or other private organizations as may be appointed by the chair with the approval of the Area Emergency Services Council in each instance.
3. One representative each from the San Mateo County Fire Chiefs Association and the San Mateo County Police Chiefs Association as may be appointed by the chair with the approval of the Area Emergency Services Council.
4. One representative for water districts.
5. One representative for sanitary districts.
6. One representative of the Harbor District.
7. One representative of the Transit District.
8. One representative each from Pacific Gas and Electric Company and Pacific Bell.

**E. MANAGERS' ADVISORY COMMITTEE OF THE AREA EMERGENCY SERVICES COUNCIL**

1. There is hereby created a Managers' Advisory Committee of the Area Emergency Services Council, hereinafter referred to as the advisory committee. The advisory committee reviews and makes recommendations to the Area Emergency Services Council on budgets, projects, workplans, and other policy issues that come before the council.
2. The advisory committee shall consist of:
  - a. The county manager and four (4) individuals selected by the Area Emergency Services Council from among the city managers and city administrators of the cities.

- b. The Area Emergency Services Coordinator, as hereinafter established, who shall act as Secretary, ex-officio.
3. It shall be the duty of the advisory committee and it is hereby empowered, within such guidelines as may be established by the Area Emergency Services Council, to study, resolve and recommend on such matters as may be assigned by the chair or the Area Emergency Services Council, to review budget and operational performance of the Area Office of Emergency Services, and to promote city/county cooperative planning.
4. The members of the administrative committee, with the exception of the Area Emergency Services Coordinator, shall serve without compensation.
5. The advisory committee shall meet at least quarterly.

**F. AREA EMERGENCY SERVICES COORDINATOR**

1. The Sheriff or his designate shall be the Area Emergency Services Coordinator. The Area Emergency Services Coordinator will be responsible for the on-going operation and administration of the Area Emergency Services office and will also be responsible for achievement of the purposes of the Emergency Services Organization, including:
  - a. Emergency Response - coordination and planning during any emergency in accordance with adopted emergency plans.



- b. Plans and Operations - preparation, development, coordination, and integration of unified area-wide emergency plans for adoption by the Area Emergency Services Council.
  - c. Communications - development and maintenance of an area-wide emergency communications service, including public warning.
  - d. Public Education and Information - direction of an area-wide public education and information program.
  - e. Recruitment and Training - coordination and assistance in the recruitment and training of emergency personnel.
  - f. General Administration - coordination and assistance in the procurement and inventory of emergency equipment; federal matching funds and surplus property; and management of maintenance and distribution of area-wide inventories of vital supplies and equipment.
2. The Area Emergency Services Coordinator shall be furnished with such staff as is necessary, and authorized by the Area Emergency Services Council, to carry out the above duties.
3. The Area Emergency Services staff shall be civil service employees of the County of San Mateo and shall be appointed by the Sheriff. Necessary personnel, administrative, fiscal and logistic support shall be furnished by the county subject to reimbursement by the

Area Emergency Services Organization as hereinafter provided.

**G. MUTUAL RESPONSIBILITIES**

1. The county and cities shall be parties to this agreement and members of the Area Emergency Services Organization and contribute to the maintenance of the Organization through the funding mechanism described below in Paragraph H.
2. The county and cities shall each accept primary responsibility for the development within its respective jurisdiction of disaster plans which shall be compatible with and complementary to the area-wide emergency plans and organization, formulated pursuant to this agreement and pursuant to the California Disaster and Civil Defense Mutual Aid Agreement.
3. It is agreed that the Organization designates the County Controller as Controller of the San Mateo Operational Area Emergency Services Organization. The duties of the Controller shall include regular audits and those other duties set forth in Government Code section 6500 et seq., Joint Exercise of Powers.
4. It is further agreed that the Organization designates the County Treasurer as Treasurer, who shall be the depository and have custody of all the money and property of the San Mateo Operational Area Emergency Services Organization from whatever source. The duties of the Treasurer shall include preparation of financial reports

required by law, and those other duties set forth in the Government Code section 6500 et seq., Joint Exercise of Powers.

5. Staff members of the Emergency Services Organization shall be hired under the civil services rules of the County of San Mateo, and shall be employees of the County of San Mateo.
6. Those officers of the Emergency Services Organization who have charge of, handle, or have access to any property of the entity shall be designated by the Area Emergency Services Council, and shall file an official bond in an amount to be fixed by the contracting parties.
7. The Emergency Services Organization shall operate and exercise its powers under the laws, policies and procedures governing the County of San Mateo.

**H. BUDGET AND COST-SHARING**

In consideration of the mutual promises herein contained it is hereby agreed that the cost of maintaining the Area Emergency Services Organization will be shared as described below.

1. From the total amount of the annual budget there shall be deducted estimated revenue from federal "matching funds", state grants, and other service revenues.
2. The balance of the annual budget remaining after anticipated revenues have been deducted shall be paid as follows:



- a. The county shall pay 50% of the remaining balance.
  - b. The cities shall pay the remaining 50% of the remaining balance, apportioned in accordance with the following formula:
    - (1) One half of said 50% to be apportioned by people units or population.
      - (a) total population of all member cities divided into one-half of the total of the cities' share of the budget equals a factor in cents
      - (b) population of each member city times the factor in cents equals the share for each city
    - (2) The remaining one-half of said 50% to be apportioned on the basis of assessed valuation as follows:
      - (a) total assessed value of real and personal property in all member cities divided into one-half of the total of the cities' share of the budget equals a factor in mils
      - (b) assessed value of real and personal property of each member city times the factor in mils equals the share for each city
4. a. For the purpose of this agreement the total assessed valuation of real and personal property in all contracting cities shall be the most recent

such total maintained by the office of the County Assessor.

- b. The figures used for population in each city shall be determined by a method and from a source that is mutually acceptable to the majority of members.
5. It is understood and agreed that the financial obligations incurred by the county and the member cities under the provisions of this agreement will be incurred annually, subject to the limitation that the county and the cities are financially able to make funds available.
6. If the members representing 25% or more of the county's population do not approve the budget in any fiscal year, the proposed budget will be referred back to the Area Emergency Services Coordinator and the administrative committee for revision and recommendation. If no resolution can be reached by the committee, the members may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any member shall be financially responsible for that portion of the budget unilaterally adopted. Any member which does not meet its financial commitment under an adopted budget will lose its voting status and such other privileges of membership as the Area Emergency Services Council shall determine.

7. It is further agreed that any excess in federal or state funds in any year shall be credited to the following year's budget, and any deficit added to the following year's budget.

**I. INSURANCE**

1. The County shall add the Emergency Services Organization to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the Agreement. Said excess liability insurance coverage has a \$250,000 self-insured retention by the County. Unless the Area Emergency Services Council decides otherwise, County shall provide for the defense of any claims or litigation within the \$250,000 self-insured retention. Legal representation by the County will ordinarily be provided by the County Counsel.
2. Any out-of-pocket expense or loss, by way of judgment or settlement, arising out of the operation of this Agreement, within the limits of the County's \$250,000 self-insured retention shall be shared by the parties in accordance with the formula set forth in Paragraph G.

**J. EFFECTIVENESS**

This agreement shall be effective upon its execution by all member cities and the Board of Supervisors. It is effective as to new members upon adoption and approval by the Area Emergency Services Council and by new member's



legislative body. This agreement shall continue in effect until terminated as provided herein.

**K. TERMINATION**

1. This agreement may be terminated as to any of the parties by written notice given by such party to all other parties which notice shall be given at least 120 days prior to the commencement of the fiscal year in which it is to take effect. For the purpose of such notice a fiscal year is defined as July 1 of a calendar year through June 30 of the succeeding calendar year.

Any former or prospective member may enter or re-enter the organization by petition to the Area Emergency Services Council by its governing body, and majority approval of the petition by the Area Emergency Services Council. Upon approval, the new member must agree in writing to all terms of this agreement.

2. This agreement shall terminate effective upon a vote of the Area Emergency Services Council by the County and by at least eleven (11) cities representing the majority of the population of the County.

**L. SUPERSESSSION**

It is mutually understood and agreed by the parties hereto that this agreement supersedes the existing similar agreement and amendments thereto.

## ATTACHMENT A

SIGNATORIES	RESOLUTION NUMBER	DATE OF ADOPTION
Atherton		
Belmont		
Brisbane	97-24	May 27, 1997
Burlingame		
Colma		
Daly City		
East Palo Alto		
Foster City		
Half Moon Bay		
Hillsborough		
Menlo Park		
Millbrae		
Pacifica		
Portola Valley		
Redwood City		
San Bruno		
San Carlos		
San Mateo		
South San Francisco		
Woodside		
County of San Mateo		

APPROVED AS TO FORM:

  
HAROLD S. TOPPEL  
CITY ATTORNEY

RESOLUTION NO. 97-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
ADOPTING A REVISION TO THE JOINT POWERS AGREEMENT  
FOR THE SAN MATEO OPERATIONAL AREA  
EMERGENCY SERVICES ORGANIZATION**

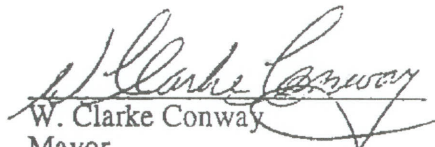
WHEREAS, the City of Brisbane is a participating member of the San Mateo Operational Area Emergency Services Organization; and

WHEREAS, Councilmember Cy Bologoff is the City's representative on the Emergency Services Council Administrative Committee; and

WHEREAS, the San Mateo Operational Area Emergency Services Organization has requested that each city in San Mateo County adopt a revision to the Joint Powers Agreement to make the language consistent with current SEMS requirements and changes to fit into the Sheriff's Office structure.

WHEREAS, the revision has been reviewed by the Emergency Services Council Administrative Committee and approved at its April 17, 1997 meeting.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Brisbane hereby adopts Attachment A as though set forth in full.


  
W. Clarke Conway  
Mayor

I hereby certify that Resolution No. 97-24 was duly adopted at a regular meeting of the Brisbane City Council on May 27, 1997 by the following roll call vote:

AYES: Councilmembers Bologoff, Panza, Richardson and Mayor Conway

NOES: None

ABSENT: Councilmember Waldo

  
Sheri Marie Schroeder  
Deputy City Clerk



## ATTACHMENT A

SIGNATORIES	RESOLUTION NUMBER	DATE OF ADOPTION
Atherton	97-15	June 26, 1997
Belmont	8114	August 12, 1997
Brisbane	97-24	May 27, 1997
Burlingame	40-97	May 19, 1997
Colma	97-33	June 11, 1997
Daly City	98-89	May 11, 1998
East Palo Alto	1372	June 16, 1997
Foster City	97-63	June 16, 1997
Half Moon Bay	Minute Action	May 20, 1997
Hillsborough	97-10	June 9, 1997
Menlo Park	4815	June 17, 1997
Millbrae	97-63	June 10, 1997
Pacifica	43-97	August 11, 1997
Portola Valley	1576-1997	May 11, 1997
Redwood City	13282	February 9, 1998
San Bruno	97-30	June 23, 1997
San Carlos	1998-29	February 23, 1998
San Mateo	60	April 3, 1997
South San Francisco	81-97	June 9, 1997
Woodside	6077	March 24, 1998
County of San Mateo		

**First Amended  
Joint Exercise of Powers Agreement  
San Mateo Operational Area Emergency Services Organization**

This Agreement which supersedes in its entirety the San Mateo County Operational Area Joint Powers Agreement as revised on the 3<sup>rd</sup> day of April, 1997, which established the San Mateo Operational Area Emergency Services Organization, pursuant to the provisions of the Joint Exercise of Powers Act (Title 1, Division 7, Article 1, 6500 et seq. of the California Govt. Code), is by and between the County of San Mateo and those cities and towns within the County of San Mateo and other identified partners who become signatories to this agreement, and relates to the joint exercise of powers among the signatories hereto.

**RECITALS**

**Whereas** the Members want to establish a unified emergency services organization; and,

**Whereas** the Members agree that the purpose of this organization will be to operate pursuant to Presidential Directive 5, the National Response Framework, National Incident Management System (NIMS), Presidential Directive 8, the National Preparedness Goal and California's Standardized Emergency Management System (SEMS) and local adopted Emergency Operations Plans and Annexes; and,

**Whereas** the Members agree that the participants within this organization will include all local governments within the geographic area of the County, special districts, unincorporated areas, and participating non-governmental entities; and,

**Whereas** the Members agree that the collective goal is to provide coordinated plans for the protection of persons and property based on the four phases of emergency management, prevention, protection, response, and recovery; and,

**Whereas** the Members agree to provide support for certain communications systems, to include the Regional Public Alerting and Notification Systems, such as SMC Alert and TENS, as well as other Situational Awareness Tools; and

**Whereas** the Members are committed to cooperatively addressing the challenges of sustaining and managing a hazardous materials emergency response program; and,

**Whereas** the Members have the authority to enter into this Agreement under the Joint Exercise of Powers Act, California Government Code Section 6500 *et seq.* (the "Act").

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, the Members agree as follows:

**Article I - GENERAL PROVISIONS**

**1.01 Purpose.**

This Agreement creates an entity to exercise the powers shared in common by its Members to engage in local and regional cooperative planning, coordination and delivery of services. As part of this Agreement purpose, Members seek to meet or enhance the current Emergency Response Planning and Management Capabilities within the Operational Area. Further, Members seek to support existing regional Public Information and Notification systems, and to continue to support



the regional hazardous materials emergency response program. Such purposes are to be accomplished and the Members' common powers exercised as set forth in this Agreement.

### **1.02 Creation of Authority.**

Pursuant to the Joint Exercise of Powers Act, the Members hereby create a public entity to be known as the "San Mateo Operational Area Emergency Services Authority" (the "Authority"). The Authority shall be a public entity separate and apart from the Members. The geographic jurisdiction of the Authority is all territory within the geographic boundaries of the Members; however the Authority may undertake any action outside those geographic boundaries as is necessary and incidental to accomplishing its purpose.

### **1.03 Membership in the Authority.**

Membership in the Authority is limited to public entities, as defined by the Joint Exercise of Powers Act, located or operating in San Mateo County that have approved and executed this Agreement, and contributed resources of any kind toward establishing and supporting the Authority (including, but not limited to financial, personnel, equipment, or other resources), as approved by the Council

**1.04 Participating Members/Partners in the Authority.** Participation in the Authority is to ensure cooperative emergency planning and response, all participating members and partners are expected to attend all regular and special meetings of the Area Emergency Services Council, agree to active participation by their jurisdictions in the development of plans and training programs, drills, exercises and training opportunities, and otherwise assist in supporting the implementation of this agreement. Each member jurisdiction shall identify and designate at the beginning of each fiscal year, a local coordinator for regular participation in San Mateo County Emergency Managers Association Meetings and all other activities. Should the identified Coordinator change at any time during the year, the member jurisdiction shall notify the Director of Emergency Services within 30 days. If a member jurisdiction participates in a protection district contract relationship for the provision of emergency services, they are still required to name a local coordinator who will assure the continuity of communication between the member agency, the County Office of Emergency Services and the Emergency Services Council.

## **Article II- COMMON TERMINOLOGY**

**2.1 All-Hazards:** "Grouping classification encompassing all conditions, environmental or manmade, that have the potential to cause injury, or death; damage to or loss of equipment, infrastructure services, or property; or alternately causing functional degradation to societal, economic or environmental aspects. Annotation: All hazards preparedness ensures that if a disaster occurs, people are ready to get through it safely, and respond to it effectively. FEMA began development of an Integrated Emergency Management System with an all-hazards approach that included 'direction, control and warning systems which are common to the full range of emergencies from small isolated events to the ultimate emergency – war.'" (DHS, *Lexicon*, October 23, 2007, p. 1)

**2.2 Catastrophe:** An event in which a society incurs, or is threatened to incur, such losses to persons and/or property that the entire society is affected and extraordinary resources and skills are required, some of which must come from other nations.

**2.3 Community Emergency Response Team (CERT):** "Community Emergency Response Team" (CERT) training is one way for citizens to prepare for an emergency. CERT training is designed to prepare people to help themselves, their families and their neighbors in the event of a catastrophic disaster. Because emergency services personnel may not be able to help everyone immediately, residents can make a difference by using



the training obtained in the CERT course to save lives and protect property.” (DHS, *National Response Framework* (Comment Draft). DHS, September 10, 2007, p. 18)

**2.4 Command:** “Command comprises the IC [Incident Commander] and the Command Staff. Command staff positions are established to assign responsibility for key activities not specifically identified in the General Staff functional elements. These positions may include the Public Information Officer (PIO), Safety Officer (SO), and Liaison Officer (LNO), in addition to various others, as required and assigned by the IC.” (DHS, *NIMS*, 2004, p. 13)

**2.5 Emergency:** Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety or to lessen or avert the threat of a catastrophe in any part of the United States.

**2.6 Emergency Management:** As subset of incident management, the coordination and integration of all activities necessary to build, sustain and improve the capability to prepare for, protect against, respond to, recover from or mitigate against threatened or actual natural disasters, acts of terrorism or other manmade disasters.

**2.7 Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement and medical services), by jurisdiction (e.g., federal, state, regional, tribal, city, county) or some combination thereof.

**2.8 Incident:** An occurrence or event, natural or manmade, which requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies and other occurrences requiring an emergency response.

**2.9 Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is a management system designed to enable effective incident management by integrating a combination of facilities, equipment, personnel, procedures and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

**2.10 Local Emergency:** The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within territorial limits of a county, city and county, or city caused by such conditions as fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, tsunami or other conditions which are likely to be beyond the control of the services, personnel, equipment and facilities of that local political subdivision to combat.



**2.11 Local Government:** A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native Village or Alaska Regional Native Corporation; a rural community, unincorporated town or village or other public entity. See Section 2 (10), Homeland Security Act of 2002, P.L. 107–296, 116 Stat. 2135 (2002).

**2.12 Mitigation:** Activities providing a critical foundation in the effort to reduce the loss of life and property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

**2.13 National Incident Management System (NIMS):** System that provides a proactive approach guiding government agencies at all levels, the private sector and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location or complexity, in order to reduce the loss of life or property and harm to the environment.

**2.14 National Response Framework:** This document establishes a comprehensive, national, all-hazards approach to domestic incident response. It serves as a guide to enable responders at all levels of government and beyond to provide a unified national response to a disaster. It defines the key principles, roles, and structures that organize the way U.S. jurisdictions plan and respond.

**2.15 Operational Area:** An intermediate level of the state emergency services organization, consisting of the County and all political subdivisions within the county area. In a state of emergency, the operational area shall serve as a link in the system of communications and coordination between the political subdivisions comprising the operational area and the Regional or State Emergency Operations Center.

**2.16 Preparedness:** Actions that involve a combination of planning, resources, training, exercising and organizing to build, sustain and improve operational capabilities. Preparedness is the process of identifying the personnel, training and equipment needed for a wide range of potential incidents and developing jurisdiction-specific plans for delivering capabilities when needed for an incident.

**2.17 Recovery:** The development, coordination and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting and development of initiatives to mitigate the effects of future incidents.

**2.18 Resources:** Personnel and major items of equipment, supplies and facilities available or potentially available for assignment to incident operations and for which status is maintained. Under the National Incident Management System, resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an emergency operations center.

**2.19 Response:** Immediate actions to save and sustain lives, protect property and the environment, and meet basic human needs. Response also includes the execution of plans and actions to support short-term recovery.

**2.20 Standardized Emergency Management System:** The Standardized Emergency Management System (SEMS) is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. SEMS is required by the California Emergency Services Act (ESA) for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the Incident Command System (ICS), California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the Operational (OA) Area concept and multiagency or inter-agency coordination. State agencies are required to use SEMS and local government entities must use SEMS in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

### **Article III - Authority of Members.**

#### **3.01 Composition of the Council**

The Authority shall be administered by the Emergency Services Council (the "Council") consisting of the following:

- a) A member of the San Mateo County Board of Supervisors, who shall be designated by the Supervisors.
- b) The Mayor of each City or, in the case of his/her inability to attend, an alternate may be selected by the City from the City Council to represent the jurisdiction.
- c) The Chair of the Emergency Services Council shall be the representative from the Board of Supervisors unless a majority of the Council vote to select another of their members to be the chair and an alternate vice-chair shall be selected by the Council by the membership.

#### **3.02 Minimum Recommended Training Requirements**

To ensure NIMS Compliance among the Authority the following training curriculum is being proposed.

- a) ICS-100: Introduction to ICS or equivalent
- b) FEMA IS 700.a: NIMS An Introduction
- c) ICS-402: Incident Command System (ICS) Overview for Executives/Senior Officials(G402)

#### **3.03 General Purpose of the Joint Powers Authority.**

The general purpose of the Authority is to:

- a) Provide structure for administrative and fiscal oversight;
- b) Identify and pursue funding sources;
- c) Set policy;
- d) Maximize the utilization of available resources; and
- e) Oversee all Committee activities.

#### **3.04 Specific Responsibilities of the Authority.**

The specific responsibilities of the Authority shall be as follows:

- a) To review and recommend adoption by the Board of Supervisors and City Councils of each City, Emergency Plans, programs and agreements, in addition to the basic agreements as determined necessary to carry out the purpose of the Emergency Services Organization.
- b) To approve an annual budget in an amount necessary to carry out the purposes of the Emergency Services Organization. Upon review and approval of the annual budget by the by the Authority, each member shall recommend the budget to the governing body of



the county and each of the cities for the purpose of securing from each of the appropriations in accord with each party's identified allocation.

### **3.05 Meetings of the Authority.**

- a) Regular Meetings. The Authority shall approve a schedule for its regular meetings provided, however, that the Authority shall hold at least one regular meeting quarterly. The Authority shall fix the date, hour and location of regular meetings by resolution and the Secretary shall transmit a copy of the resolution to each Member.
- b) Special Meetings. Special meetings of the Authority may be called by the Chair.
- c) Call, Notice and Conduct of Meetings. All meetings of the Authority, including without limitation, regular, adjourned regular and special meetings, shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 *et seq.* As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member.

### **3.06 Minutes.**

The Secretary shall cause to be kept minutes of the meetings of the Council and shall, as soon as practicable after each meeting, cause a copy of the minutes to be made available to each the Chair, the Members and other interested parties upon request. The audio recording of all meetings will be posted on the SMC OES Website.

The written minutes shall consist of a summary of the information provided to and any actions taken by the Authority.

### **3.07 Voting.**

All voting power of the Authority shall reside in the Council. Each Member shall have one vote. An alternate member may participate and vote in the proceedings of the Authority only in the absence of that alternate's member. No absentee ballot or proxy is permitted.

### **3.08 Quorum; Required Votes; Approvals.**

A majority of the Members (shall be one more than half) shall constitute a quorum of the Council for the transaction of business. The affirmative votes of a quorum of the Members shall be required to take any action by the Authority.

## **Article IV – PARTICIPATING PARTNERS, EMPLOYEES AND ADVISORY COMMITTEES**

### **4.01 Participating Partners.**

In order to ensure cooperative emergency planning and response, the following may be invited to attend, as non-voting members, all regular and special meetings of the Area Emergency Services Council, participate in the development of plans and training programs, and otherwise assist in supporting the implementation of this agreement:

- a) A representative of the American Red Cross to be appointed by the Chair with the approval of the Council.
- b) One representative each from the San Mateo County Fire Chiefs Association and the San Mateo County Police Chiefs Association as may be appointed by the Chair with approval of the Council.
- c) One representative for Water Districts as may be appointed by the Chair with approval of the Council.
- d) One representative for Sanitary Districts as may be appointed by the Chair with approval of the Council.
- e) One representative for Harbor District as may be appointed by the Chair with approval of the Council.



- f) One representative for the Port Authority as may be appointed by the Chair with approval of the Council.
- g) One representative for Transit District as may be appointed by the Chair with approval of the Council.
- h) One representative for Pacific, Gas and Electric Company as may be appointed by the Chair with approval of the Council.
- i) One representative for the Office of Education as may be appointed by the Chair with approval of the Council.
- j) One representative for the Hospital Consortium as may be appointed by the Chair with approval of the Council.
- k) One representative for the EMS Agency as may be appointed by the Chair with approval of the Council.
- l) One representative for the San Mateo Emergency Managers Association as may be appointed by the Chair with approval of the Council.

Should other interested parties be identified for participation, the Authority shall consider a written request for participation and may be appointed by the Chair with approval of the Council.

**4.02 Treasurer.**

The Treasurer and Tax Collector of the County of San Mateo shall be the Treasurer of the Authority.

The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Authority from whatever source, and shall have the duties and obligations set forth in the Joint Exercise of Powers Act. There shall be a strict accountability of all funds and report of all receipts and disbursements.

**4.03 Auditor.**

The Controller of the County of San Mateo shall be the Auditor of the Authority.

The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of the Joint Exercise of Powers Act and generally accepted auditing standards.

**4.04 Legal Counsel.**

The San Mateo County Counsel shall be the legal counsel for the Authority. To the extent permitted by the Joint Exercise of Powers Act, the Authority may change, by resolution, the Legal Counsel of the Authority.

**4.05 Secretary to the Authority.**

The San Mateo County Office of Emergency Services shall provide a Secretary and administrative support to the Authority.

**4.06 Other Employees.**

The Authority shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary to carry-out the purpose of this Agreement. Those Officers of the Authority who have charge of, handle or have access to any property of the entity shall be designated by the Authority and shall file a bond in an amount to be fixed by the contracting parties.

**4.07 Administrative Committee.**

The Authority shall establish the Administrative Committee.

- a) The Administrative Committee shall consist of the County Manager, 4 City Manager/Administrators selected from among the city managers and city administrators of the participating cities, and a Board Member of the San Mateo County Emergency Management Association.
- b) The Administrative Committee shall be representative of the identified Zones within the County, to include North, Central, South and County. All participants shall be identified at the beginning of each fiscal year. (June meeting)
- c) The Director of Emergency Services, as herein after established, who shall act as the Secretary, ex-officio.

The Administrative Committee reviews and makes recommendations to the Area Emergency Services Council on budgets, projects, work plans, training and exercise, collaborative planning efforts, and other policy issues that come before the Council.

#### **4.08 Director of Emergency Services.**

The Sheriff or his/her designee shall be the Director of Emergency Services. The Director will be responsible for the on-going operation and administration of the Area Office of Emergency Services including:

- a) Emergency Response- coordination and planning during any regional emergency in accordance with adopted emergency plans.
- b) Plans and Operations- preparation, development, coordination, and integration of compatible and complimentary unified area wide emergency plans for approval by the State of California and adoption by the Council.
- c) Communications- coordination, development and maintenance of an area-wide emergency communications service, including public alert and warning, and other situational awareness tools.
- d) Public Education and Information- coordination and support of an area-wide public education and information program.
- e) Training and Exercise- coordination and assistance in the training and exercising of all County employees identified as Disaster Service Workers, as defined by Sect. 3100CGC and volunteers. The member cities will be responsible for the training and exercise of their identified employees; however OES will provide needed support as requested.
- f) Grant Program Administration- coordination and assistance with designated emergency coordinators within the Operational Area in the securing and distribution of grant funds for regional emergency management initiatives and program support.
- g) General Administration- coordination and assistance in the procurement and inventory of emergency equipment, management of, maintenance and distribution of area-wide inventories of vital supplies and equipment.

The Director of Emergency Services shall be furnished with staff as is necessary, and authorized by the Council, to carry out the identified duties. The Director of Emergency Services is not the EOC Director unless the circumstances dictate so.

The Area Emergency Services Staff shall be civil service employees of the County of San Mateo and shall be appointed by the Sheriff. Necessary personnel, administrative, fiscal and logistic support shall be furnished by the County subject to reimbursement by the Emergency Services Council.

### **Article V – MUTUAL RESPONSIBILITIES**

**5.01 Emergency Preparedness and Planning Standards-** The county and cities shall each accept primary responsibility for the readiness within their respective jurisdictions and development of disaster preparedness plans which shall be compatible with and complimentary to the area-wide emergency planning and organization, formulated pursuant to this agreement.



As such, the following common preparedness responsibilities and basic measurement standards to insure a comparable level of readiness among all of the jurisdictions has been developed to include:

- a) Adopt an Emergency Operations Plan and Annexes, review and update no less than every three years
- b) Have a Local Hazard Mitigation Plan, internally reviewed annually and provide updates as required, and approved by FEMA. (Currently no less than every five years)
- c) Participate in the Op Area Multi-Year Training/Exercise Planning
- d) Use NIMCAST to report Readiness (a self assessment tool from Homeland Security)
- e) Adopt use of the Homeland Security Exercise and Evaluation Program
- f) Participate in Meetings and activities including the Emergency Managers Association
- g) Participate in Training and Exercises
- h) Prepare and maintain necessary plans and agreements to facilitate emergency sheltering

Each member of the Council shall report on the Standards annually at the September meeting to ensure all efforts towards compliance are being made.

**5.02 Training and Exercise-** A Training and Exercise Plan is a means to establishing a standard of readiness and initiates a basic knowledge and capability skill set. Full participation by JPA Member Emergency Managers and other Op Area stakeholders is important to developing a multi-year training program. An annual planning workshop is facilitated to put the plan together and accommodates the needs of the stakeholders. Full commitment and participation by the JPA Member Agencies and participating partners will also be expected in the annual exercise, in some capacity, to ensure the preparedness level of our Operation Area. Further, Members agree to support the NIMS compliance of each of their jurisdictions.

**5.03-Local Coordinator Responsibilities-** As all Members have joined this Authority with a commitment to engage in local and regional cooperative planning, coordination and delivery of services. Each jurisdiction will provide local support of the emergency management effort through staff with primary or secondary responsibilities that will include but are not limited to the following:

- a) Management/Coordination of the Local Emergency Operations Center (EOC) – (functional and support services)
- b) Provide liaison support to the Emergency Operations Center (EOC) Director or his/her designee in emergency or disaster situations.
- c) Participate with a Planning and Exercise Design Team as well as complete a 3-5 year Training and Exercise Program that is HSEEP compliant.
- d) Training various department personnel to establish and operate a department Operating Center (D.O.C.)
- e) Oversee the preparation and prepare and modify elements of the local Emergency Operations Plan and Disaster Recovery Plan to ensure compatibility with the Operational Area Emergency Operations Plan and Annexes.
- f) Develop relationships with representatives of local departments, public and private support and relief agencies, business, educational, homeowners' and other groups regarding emergency services; prepare specialized plans designed to meet the needs of various sections of the community.
- g) Prepare and disseminate training materials to ensure effective response in a disaster situation;
- h) Develop, train and maintain a Community Emergency Response Team (CERT) system

- i) Develop relationships with representatives of state and federal agencies; review legislation, regulations and other documentation to ensure that the City is in compliance with such regulations and avails itself of all financial and other resources.
- j) Respond to the Emergency Operations Center when it is activated; ensures that appropriate documents are available at the center and provides liaison and coordinative support as required.

**5.04 Operational Area Coordinator Responsibilities-** In addition to the roles and responsibilities identified in Section 4.08, The Director of Emergency Services will provide staff in direct support of the Local Coordinators. These Operational Area Coordinators are not intended to replace local staff as they do not have the required authority within local jurisdictions to operate as the primary coordinators. They will however provide the following services which include but are not limited to:

- a) Develop, review and update emergency operations plans.
- b) Develop, review and update detailed standard operating procedures, checklists and resource documents.
- c) Compile data and prepare program papers and progress reports for the jurisdictions served.
- d) Compile and review jurisdictional data in support of the annual Standards Review.
- e) Support a Planning and Exercise Design Team as well as complete a 3-5 year Training and Exercise Program that is HSEEP compliant.
- f) Act as information, education and/or resource officer for the jurisdictions served.
- g) Speak to civic groups, clubs, and organizations to promote emergency services programs encouraging public understanding and support.
- h) Work cooperatively with other office staff on area-wide projects and in training programs.

**5.05 Supplemental Operations Support** – In an effort to provide advanced training and to support emergency mutual aid during localized disasters/events, the Director of Emergency Services (Director) will pilot an Emergency Management Support Team (EMST). The desired end state of the EMST is to have a group of trained individuals who can support, not supplant or replace, local city/county EOC staff during isolated incidents. The recruitment, training and exercise schedule for EMST will be determined by the Director. Participation in and support of the EMST is completely voluntary by the Members; however, only those Members who participate in the EMST to the satisfaction of the Director will be entitled to receive no-cost support of the EMST upon request. In general, the number of participants on the EMST from Members will be based on population as follows:

Member population	Member staff on EMST
Under 25,000	1-2
25,000-100,000	2-3
100,000-250,000	3-5

Participation in the EMST does not guarantee a Member agency support during an incident; the Director will be responsible for evaluating the size/complexity of the incident and determining whether or not EMST members will be deployed.



## **Article VI – BUDGET and COST-SHARING**

In consideration of the mutual promises herein contained it is hereby agreed that the cost of maintaining the Area Emergency Services Organization will be shared as described below.

- a) From the total amount of the annual budget there shall be deducted estimated revenue from federal “matching funds”, state grants, and other service revenues.
- b) The balance of the annual budget remaining after anticipated revenues have been deducted shall be paid as follows:
  1. The county shall pay 50% of the remaining balance.
  2. The cities shall pay the remaining 50% of the balance, apportioned in accordance with the following formula:
    - i. One half of said 50% to be apportioned by people units or population.
      - a) Total population of all member cities divided into one-half of the total of the cities share of the budget equals a factor in cents.
      - b) Population of each member city times the factor in cents equals the share for each city.
    - ii. The remaining one-half of said 50% to be apportioned on the basis of assessed valuation as follows:
      - a) Total assessed value of real and personal property in all member cities divided into one-half of the total of the cities share of the budget equals a factor in mils
      - b) Assessed value of real and personal property of each member city times the factor in mils equals the share for each city
- c) For the purpose of this agreement the total assessed valuation of real and personal property in all contracting cities shall be the most recent such total maintained by the offices of the County Assessor.
- d) The figures used for population in each city shall be determined by a method and from a source that is mutually acceptable to the majority of members.
- e) It is understood and agreed that the financial obligations incurred by the county and the member cities under the provisions of this agreement will be incurred annually, subject to the limitation that the county and cities are financially able to make funds available.
- f) If the members representing 25% or more of the county’s population do not approve the budget in any fiscal year, the proposed budget will be referred back to the Area Emergency Services Coordinator and the Administrative Committee for revision and recommendation. If no resolution can be reached by the committee, the members may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any member shall be financially responsible for that portion of the budget unilaterally adopted. Any member which does not meet its financial commitment under an adopted budget will lose its voting status and such other privileges of membership as the Council shall determine.

## **Article VII-INSURANCE**

- a) The County shall add the Emergency Services Organization to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the agreement. Unless the Area Emergency Services Council decides otherwise, County shall provide for the defense of any claims or litigation within the \$250,000 self-insured retention. Legal representation by the County will ordinarily be provided by the County Counsel.
- b) Any out of pocket expense or loss, by way of judgment or settlement, arising out of the operation of this Agreement, within the limits of the County’s \$250,000 self-insured retention shall be shared by the parties in accordance with the formula as described in Article VI (b).

## **Article VIII- EFFECTIVENESS**

This agreement shall be effective upon its execution by all member cities and the Board of Supervisors. It is effective as to new members upon adoption and approval by the Area Emergency Services Council and by the new member's legislative body. This agreement shall continue in effect until terminated as provided herein.

## **Article IX - WITHDRAWAL AND TERMINATION**

### **9.01 Withdrawal by Members.**

- a) This agreement may be terminated as to any of the parties by written notice given by such party to all other parties which notice shall be given at least 120 days prior to the commencement of the fiscal year in which it is to take effect. For the purpose of such notice a fiscal year is defined as July 1 of a calendar year through June 30 of the succeeding calendar year.
- b) Any former or prospective member may enter or re-enter the organization by petition to the Area Emergency Services Council by its governing body, and majority approval of the petition by the Area Emergency Services Council. Upon approval, the new member must agree in writing to all terms of this agreement.
- c) Should a jurisdiction withdraw after the start of a fiscal year, they will be responsible for the contribution as per the formula and no refund will be owed.
- d) Should a member give required notice, the contribution of that city funding will be divided equally by formula among the remaining cities.

### **9.02 Termination of Authority and Disposition of Authority Assets.**

This agreement shall terminate effective upon a vote of the Area Emergency Services Council by the County and by at least eleven (11) cities representing the majority of the population of the County. Upon termination of this agreement, title to all property acquired by the Area Emergency Services Organization or with any funds of the Area Emergency Services Organization shall remain with the County for use on a county wide basis. Surplus funds will be returned to each party in proportion to the contribution made.

## **Article X - MISCELLANEOUS PROVISIONS**

### **10.01 Notices.**

It shall be the responsibility of the Director of Emergency Services or his/her designee to ensure all notices are provided to members and posted in compliance with the legal requirements of the JPA.

### **10.02 Amendment.**

This Document will be reviewed for content no less than every five years.

### **10.03 Severability.**

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

### **10.04 Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

### **10.05 Assignment.**

No Member shall assign any rights or obligations under this Agreement without the prior written consent of the Authority.



**10.06 Governing Law.**

This Agreement is made and to be performed in the State of California, and as such California substantive and procedural law shall apply. Venue for any litigation under this Agreement shall be in the County of San Mateo.

**10.07 Headings.**

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

**10.08 Counterparts.**

This Agreement may be executed in counterparts.

**10.09 No Third Party Beneficiaries.**

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

**10.10 Filing of Notice of Agreement.**

Within 30 days after the Effective Date, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act. Within 30 days after any amendment to this Agreement, the Secretary shall file the amendment with the Secretary of State.

**10.11 Conflict of Interest Code.**

The Authority shall adopt a conflict of interest code as required by law.

**10.12 Indemnification.**

The Authority shall defend, indemnify and hold harmless each Member (and each Member's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees), arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees.

Each Member shall defend, indemnify and hold harmless the other Members (and their officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees), arising from or as a result of any acts, errors or omissions of that party or its officers, agents or employees.

**10.13 Dispute Resolution/Legal Proceedings.**

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority.

**10.14 Confirmation of Jurisdictional Authority.**

By signing this Agreement, the participating partners retain all authority granted to them by the State and/or their respective Charters. The powers and/or authority granted pursuant to this Agreement shall in no way serve to limit or restrict an individual partner's jurisdictional authority.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, as follows:



Atherton	_____	_____
	City Manager/Mayor	Date
Belmont	_____	_____
	City Manager/Mayor	Date
Brisbane	_____	_____
	City Manager/Mayor	Date
Burlingame	_____	_____
	City Manager/Mayor	Date
Colma	_____	_____
	City Manager/Mayor	Date
Daly City	_____	_____
	City Manager/Mayor	Date
East Palo Alto	_____	_____
	City Manager/Mayor	Date
Foster City	_____	_____
	City Manager/Mayor	Date
Half Moon Bay	_____	_____
	City Manager/Mayor	Date
Hillsborough	_____	_____
	City Manager/Mayor	Date
Menlo Park	_____	_____
	City Manager/Mayor	Date
Millbrae	_____	_____
	City Manager/Mayor	Date
Pacifica	_____	_____
	City Manager/Mayor	Date

Portola Valley	_____	_____
	City Manager/Mayor	Date
Redwood City	_____	_____
	City Manager/Mayor	Date
San Bruno	_____	_____
	City Manager/Mayor	Date
San Carlos	_____	_____
	City Manager/Mayor	Date
San Mateo	_____	_____
	City Manager/Mayor	Date
South San Francisco	_____	_____
	City Manager/Mayor	Date
Woodside	_____	_____
	City Manager/Mayor	Date
County of San Mateo	_____	_____
	County Manager/President of the Board of Supervisors	Date

**RESOLUTION NO. 2014-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
ADOPTING THE FIRST AMENDED JOINT EXERCISE OF POWERS  
AGREEMENT FOR THE SAN MATEO OPERATIONAL AREA EMERGENCY  
SERVICES ORGANIZATION**

**WHEREAS**, the City of Brisbane is a participating member of the San Mateo Operational Area Emergency Services Organization; and

**WHEREAS**, the City desires to remain a member of a unified emergency services organization; and

**WHEREAS**, the San Mateo County Area Office of Emergency Services recommends adoption of the December 2013 First Amended Joint Exercise of Powers Agreement for the San Mateo Operational Area Emergency Services Organization.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brisbane as follows:**

The December 2013 First Amended Joint Exercise of Powers Agreement for the San Mateo Operational Area Emergency Services Organization is hereby adopted.

\_\_\_\_\_  
W. Clarke Conway, Mayor

I hereby certify that the foregoing Resolution No. 2014-06, was duly and regularly adopted at a regular meeting of the Brisbane City Council on March 17, 2014 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Sheri Marie Spediacci, City Clerk