

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Randy Breault, Director of Office of Emergency Services via City Manager

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

DATE: January 15, 2015

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 First Revised and Restated 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. 2015-02 Adopting the First Revised and Restated Joint Exercise of Powers Agreement for the San Mateo Operational Area Emergency Services Organization.

Background:

The most recent adopted update to the Joint Powers Agreement (JPA) is dated April 3, 1997. 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. A “First Amended” version of the JPA was approved for distribution to the cities in early 2014, and was adopted by the majority of the cities (refer to attached city staff report dated April 7, 2014). Subsequently, County Counsel determined that this First Amended version required the insertion of additional language (for additional information and discussion of the ensuing revision process, refer to attached SMC Area Office of Emergency Services October 9, 2014 Staff Report).

The changes resulting in the current “First Revised and Restated” version of the JPA can be seen in the attached Red-Line version of the document. Although even this version did not respond to 100% of the concerns and questions from the twenty-one participating agencies, 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. As of this writing, 16 of 20 cities have approved the most current version of the JPA.

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:

- City of Brisbane Resolution No. 2015-02
- First Revised and Restated Joint Exercise of Powers Agreement for the San Mateo Operational Area Emergency Services Organization
- City staff report dated April 7, 2014
- SMC Area Office of Emergency Services October 9, 2014-Staff Report
- Red-Line version JPA Amendment



Director of Office of Emergency Services



City Manager

A copy of supporting materials provided to the City Manager and Council Persons in connection with this agenda item is available for public inspection and copying at 50 Park Place, City of Brisbane Department of Public Works, Brisbane, CA, 94005. Telephone: (415) 508-2130.

RESOLUTION NO. 2015-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
ADOPTING THE FIRST REVISED AND RESTATED 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 October 17, 2014 First Revised and Restated Joint Exercise of Powers Agreement for the San Mateo County Operational Area Emergency Services Organization, in substitution of the December 2013 First Amended Joint Exercise of Powers Agreement.

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

1. Resolution No. 2014-06 adopting the December 2013 First Amended Joint Exercise of Powers Agreement for the San Mateo Operational Area Emergency Services Organization is hereby revoked and rescinded.
2. The October 17, 2014 First Revised and Restated Joint Exercise of Powers Agreement for the San Mateo County Operational Area Emergency Services Organization is hereby adopted.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2015-02, was duly and regularly adopted at a regular meeting of the Brisbane City Council on January 15, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sheri Marie Spediacci, City Clerk

**First Revised and Restated
Joint Exercise of Powers Agreement
San Mateo County Operational Area Emergency Services Organization**

THIS JOINT POWERS AGREEMENT (“Agreement”) is made as of the Effective Date by and between the public entities set forth below, creating the San Mateo County Operational Area Emergency Services Organization Authority (“Organization”).

Each public entity executing this Agreement shall be referred to individually as a “Member Agency,” with all referred to collectively as “Member Agencies.”

RECITALS

Whereas the Member Agencies’ goal is to establish a unified emergency services organization; and

Whereas the Member Agencies 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.

Whereas the Member Agencies agree that the participants within this Organization may include all local governments within the geographic area of the County, special districts, unincorporated areas, and participating non-governmental entities; and

Whereas the Member Agencies agree that the collective goal is to provide coordinated plans for the protection of persons and property based on the phases of emergency management; and

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

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

Article I - GENERAL PROVISIONS

1.01 Purpose

This Agreement creates an entity to exercise the powers shared in common by the Member Agencies to engage in local and regional cooperative planning and coordination and delivery of services. As part of this Organization’s purpose, Member Agencies seek to meet or exceed the current Emergency Response Planning and Management Capabilities within the Operational Area. Further, Member Agencies 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 Agencies’ common powers exercised as set forth in this Agreement.

1.02 Creation of Authority

Pursuant to the Joint Exercise of Powers Act, the Member Agencies hereby create a public entity to be known as the “San Mateo County Operational Area Emergency Services Organization Authority” (“Organization.”) The Organization shall be a public entity separate and apart from the Member Agencies. The geographic jurisdiction of the Organization is all territory within the geographic

boundaries of the Member Agencies; however, the Organization may undertake any action outside those geographic boundaries as is necessary and incidental to accomplishing its purpose.

1.03 Membership in the Organization

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

1.04 Participating Members/Partners in the Organization

Participation in the Organization is intended to ensure cooperative emergency planning and response; all participating Member Agencies and partners are expected to attend all regular and special meetings of the Emergency Services Council, encourage 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.

1.05 Powers of the Organization

The Organization may purchase, lease, own and/or dispose of property and equipment and enter into contract(s), as required to satisfy the purposes of this Agreement. The Organization may employ agents and/or employees, operate works and improvements, sue and be sued in its own name, and invest surplus funds.

Article II- COMMON TERMINOLOGY

2.01 Terminology Defined

Not all vocabulary of technical terms listed in the Agreement is used in the Agreement. In part, the terms are included as a resource to further clarify terminology utilized in documentation, field operations and/or applicable subject matter.

2.02 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)

2.03 Catastrophe: An event during 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.

2.04 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)

2.05 Command: The act or directing and or controlling by virtue of explicit legal, agency or delegated authority. The term “Command” may also refer to the Incident Commander.

2.06 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.

2.07 Emergency Management: A 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.

2.08 Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support incident management 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.

2.09 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.

2.10 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. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents.

2.11 Local Emergency: The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and/or 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.

2.12 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).

2.13 Mitigation: Activities providing a critical foundation in the effort to reduce the loss of life and/or 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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; and post-incident reporting and development of initiatives to mitigate the effects of future incidents.

2.19 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.

2.20 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.

2.21 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 Area (OA) concept and multiagency or inter-agency coordination. State agencies and local governments are required to use SEMS in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

Article III – GOVERNANCE

3.01 Composition of the Council

The Organization shall be administered by the Emergency Services Council (“Council”) consisting of the following members:

- a) A member of the San Mateo County Board of Supervisors, who shall be designated by the Supervisors.
- b) Each governing body of a Member Agency shall annually select and appoint a representative to serve on the Council and may select and appoint an alternate representative. Each representative and alternative representative must be a member of the governing body of the Member Agency.
- c) The Chair of the Emergency Services Council shall be the representative from the Board of Supervisors.
- d) A Vice-Chair shall be selected by the Council.

3.02 General Purpose of the Organization

The general purpose of the Organization is to:

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

3.03 Specific Responsibilities of the Council

The specific responsibilities of the Council 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 deemed necessary to carry out the purpose of the Organization.
- b) To approve an annual budget in an amount necessary to carry out the purposes of the Organization. Upon review and approval of the annual budget by the Council, each Member Agency shall recommend the budget to the governing body of the Member Agency for the purpose of securing from each the appropriations in accordance with each Member Agency's identified allocation (via Budget Sheets.)
- e) Each Member Agency's Executive Officer shall identify and designate at the beginning of each fiscal year, a local coordinator for regular participation in the San Mateo County Emergency Managers Association. Should the identified Coordinator change at any time during the year, the Member Agency shall advise the Director of Emergency Services within 30 days-
- d) If a Member Agency participates in a contract relationship for the provision of emergency services, it is still required to name a local emergency coordinator to the Emergency Managers Association who will assure the continuity of communication between the Member Agency, the County Office of Emergency Services (OES) and the Organization.

3.04 Meetings of the Organization.

- a) **Regular Meetings:** The Council shall approve a schedule for its regular meetings provided, however, that the Council shall hold at least one regular meeting quarterly. The Council 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 Agency at the first meeting of the fiscal year.
- b) **Special Meetings:** Special meetings of the Council may be called in accordance with the Brown Act by the Chair, a majority of the Council or the Director.
- c) **Call, Notice and Conduct of Meetings:** All meetings of the Council, 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 Agency. Any Member Agency may request that an item be considered for placement on the Agenda by submitting the request to the Director of Emergency Services.
- d) Meetings of the Council shall be conducted by the Chair or by the Vice-Chair in the absence of the Chairperson. In the absence of both Chair and Vice-Chair, the meeting shall be chaired by member of the Council selected by a majority vote of the Council.

3.05 Minutes

The Secretary of the Organization shall cause to be kept a digital recording of each meeting, which shall be posted on the SMC OES Website. The Secretary will create brief summary written minutes for approval by the Council.

3.06 Voting

All power of the Organization shall reside with the Council. Each Member Agency shall have one vote. A Member Agency's alternate representative may participate and vote in the proceedings of the Council only in the absence of that Member Agency's regular representative. No absentee ballot or proxy voting is permitted.

3.07 Quorum; Required Votes; Approvals

A quorum of the Council is a majority of the representatives of the Member Agencies of the Organization. If the number of Member Agencies is an even number, a majority is fifty percent of the Member Agencies, plus one. The Council may not take any substantive action without a majority of the Member Agencies voting to take that action. Action on non-substantive procedural matters may be taken by a majority of a quorum.

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 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 invited 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 and Sheriff Association as may be invited by the Chair with approval of the Council.
- c) One representative for Water Districts as may be invited by the Chair with approval of the Council.

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

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

4.02 Treasurer

The Treasurer of the County of San Mateo shall be the Treasurer of the Organization. The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Organization from whatever source, and shall have the duties and obligations set forth in the Joint Exercise of Powers Act.

4.03 Auditor and Financial Accountability

The Organization will ensure financial accountability as required by Section 6505 of the Government Code. The Organization will ensure that audits are conducted as required by that Section. Unless the Council votes to appoint a separate auditor, audits will be conducted by auditor selected to conduct the audit of the Sheriff's Office. In the event that the Council selects a separate auditor, the full cost of the audit will be the responsibility of the Organization.

The Auditor shall perform the functions of auditor for the Organization and shall make or cause an independent annual audit of the accounts and records of the Organization 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's Office shall be the legal counsel for the Organization. To the extent permitted by the Joint Exercise of Powers Act, the Organization may change, by resolution, the legal counsel to the Organization. The full cost of outside legal counsel will be the responsibility of the Organization.

4.05 Secretary to the Organization

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

4.06 Contractors

The Organization shall have the power by resolution to appoint and employ such other consultants and independent contractors as may be necessary to carry out the purposes of the Organization. The Organization will be responsible for any/all incurred costs.

4.07 Committees

The Organization may form and dissolve Committees as determined by the Council.

4.08 Director of Emergency Services

The Sheriff or his/her designee is the Director of the San Mateo County Area Office of Emergency Services ("Director"). The SMC Area Office of Emergency Services is responsible for the on-going operation of the San Mateo County Operational Area and is also responsible for achieving the purposes of the Organization as follows:

- 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 systems, 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. 3100 of the California Government Code and volunteers. The Member Agencies 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.
- h) The Organization does not intend to acquire title to any property. But in the event that it does, pursuant to Section 6505.1 of the Government Code, the Organization designates the Director to handle that property. In the event that the Organization does acquire title to property, the Director will obtain a bond in the amount determined by the contracting parties.

4.09 Staffing Reimbursement

The County Office of Emergency Services is a bureau of the Sheriff's Office, staffed by sworn officers and other civil service employees of the County of San Mateo appointed by the Sheriff. The Office of Emergency Services supports the purposes of the Organization. A portion of the cost of Office of Emergency Services staff is reimbursed by the Organization in an amount determined by the funding allocation in this Agreement.

Article V – BUDGET AND COST-SHARING

In consideration of the mutual promises herein contained, it is hereby agreed that the cost of maintaining the 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 city's 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 Member Agencies 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 Member Agencies 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 Member Agencies 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 Director and the Finance Committee for revision and recommendation. If no resolution can be reached by the committee, the Member Agencies may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any Member Agency shall be financially responsible for that portion of the budget unilaterally adopted. Any Member Agency that does not meet its financial commitment under the adopted budget will lose its voting status and/or other such privileges of membership as determined by the Council.
- g) It is further agreed that any excess in federal or state funds, in any year, shall be reviewed by the Finance Committee, who will then make a recommendation to the Council, as to the disposition of the excess funds.
- h) With respect any Member Agency that is not a City or the County, the amount to be contributed is determined by a negotiation between those Member Agencies and the Director Emergency Services and must be approved by the Council. A letter memorializing the agreed contribution will be an attachment to this Agreement.

Article VI - INSURANCE

- a) The County shall add the Organization and Emergency Services Council to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the Agreement. Member Agencies understand that the County is partially self-insured. Unless the Organization decides otherwise, County shall provide for the defense of any claims or litigation within the 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 self-insured retention shall be shared by the parties in accordance with the formula as described in Article V (b).

Article VII - EFFECTIVENESS

This Agreement shall be effective upon its execution by all Member Agencies. It is effective as to new Members Agencies upon adoption and approval by the Council and by the new Member Agency's governing body. This Agreement shall continue in effect until terminated as provided herein.

Article VIII – TERM AND TERMINATION

8.01 Withdrawal by Members

- a) Any Member Agency may withdraw from this Agreement by written notice given by such Member Agency to all other Member Agencies, 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 Agency may enter or re-enter the organization by petition to the Council by its governing body, and majority approval of the petition by the Council. Upon approval, the new Member Agency must agree in writing to all terms of this Agreement.
- c) Should a Member Agency withdraw less than 120 days prior to the commencement of the fiscal year, the withdrawal will be effective but that Member Agency will be responsible for its calculated contribution for that year pursuant to Article V.
- d) Should a Member Agency give required notice and withdraw from the Agreement, the prior contribution of that Member Agency will be divided equally by formula among the remaining Member Agencies.

8.02 Termination of Organization and Disposition of Surplus Money and Property

This Agreement shall terminate effective upon a vote of the Council, the County and by at least eleven (11) cities representing the majority of the population of the County. In the event that the Organization ceases to exist, surplus funds will be returned consistent with Section 6512 of the Government Code in proportion to the contributions made. The Organization does not intend to acquire title to any property. But in the event that it does, title to all property acquired by the Organization, shall be owned by the County of San Mateo to be used for "County Wide" purposes.

8.03 Amendments

Any proposed Amendments to this Agreement may be recommended by the Council but must be ratified by each Member Agency's governing body.

8.04 Review of this Agreement

The Council will conduct a review of this Agreement in 2020 and every five years thereafter to determine whether any changes to the Agreement are necessary or advisable. In the event that the Council concludes that changes should be made, each Member Agency representative will take those recommended changes to the governing body of the Member Agency for ratification.

8.05 Bylaws

The Council may, from time to time, adopt and/or amend Bylaws for the conduct of its affairs; provided the purpose is consistent with this Agreement and/or are necessary and appropriate.

Article IX - MISCELLANEOUS PROVISIONS

9.01 Notices

It shall be the responsibility of the Sheriff or his/her designee to ensure all notices are provided to Member Agencies and posted in compliance with the legal requirements of the Agreement.

9.02 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.

9.03 Supersession

It is mutually understood and agreed by the Member Agencies that this Agreement supersedes the 1997 San Mateo County Operational Area Joint Powers Agreement, any previous agreements on this subject matter and any amendments thereto.

9.04 Assignment

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

9.05 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.

9.06 Headings

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

9.07 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which shall constitute this Agreement.

9.08 No Third Party Beneficiaries

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members Agencies, 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.

9.09 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.

9.10 Conflict of Interest Code

The Organization shall adopt a conflict of interest code as required by law. Member Agencies understand that representatives and alternate representatives are listed on the Organization's Conflict of Interest Code and will be responsible for filing a Form 700 with the Organization.

9.11 Indemnification

The Organization shall defend, indemnify and hold harmless each Member Agency (and each Member Agency'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 Organization or its officers, agents or employees.

Each Member Agency shall defend, indemnify and hold harmless the other Member Agencies (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.

9.12 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 Member Agencies and/or the Organization.

9.13 Authorization to Enter Into Agreement

Each party warrants that the person signing this Agreement on its behalf is authorized to bind that party to this Agreement.

9.14 Confirmation of Jurisdictional Authority

By signing this Agreement, the Member Agencies 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 Member Agency's jurisdictional authority.

9.15 Participation Understanding

The Member Agencies understand that to facilitate proper emergency response, each public entity has an important role to play. By adopting this Agreement, the Member Agencies recognize the importance of that role. Descriptions of the activities that are expected of each Member Agency are contained in Attachment A to this Agreement. Attachment A may be modified by a majority of the Council at a meeting of the Organization.

(SIGNATURES ARE ON FOLLOWING PAGE)

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

Signatories	Resolution/Action Number	Date of Adoption
Atherton		
Belmont		
Brisbane		
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		

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

ATTACHMENT A
SUPPLEMENTAL AGREEMENT

The following list of responsibilities was developed by a sub-committee of the Emergency Managers Association of San Mateo County. The determined need is to assure the Member Agencies meet the basic functional needs of the communities within San Mateo County during a disaster. To determine the readiness of Member Agencies to respond to an emergency, each Member Agency agrees to participate in an annual survey or other mechanism, developed by the EMA Policy & Continuity Working Group, to gather preparedness data from Member Agencies. An evaluation shall be presented to the Emergency Services Council as set forth in section 1.01 of this Supplemental Agreement.

Article I – MEMBER AGENCY RESPONSIBILITIES AND TRAINING

1.01 Emergency Preparedness and Planning Standards

The Member Agencies 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, each Member Agency agrees that it will adhere to current state and federal NIMS/SEMS requirements.

The Director will provide an annual report of each Member Agency’s attainment towards the current State and federal NIMS/SEMS requirements, as well as assist the Member Agencies in working towards full compliance.

1.02 Information Reporting

Member Agencies of the Organization shall report on the agreed adopted standards, cited in Section 1.01 of this Supplemental Attachment, annually to the Director of the Office of Emergency Services, who will compile the information and report to the Council at its January meeting.

a. The following is an example of the type of information to be collected annually; other formats may be developed or used as needed. Adopt an Emergency Operations Plan and Annexes, review and update no less than every three years												
	City/Town	Percentage Complete										
1		0	10	20	30	40	50	60	70	80	90	100

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.												
	City/Town	Percentage Complete										
		0	10	20	30	40	50	60	70	80	90	100

c. Participate in the Operational Area Multi-year Training and Exercise Plan												
	City/Town	Percentage Complete										
		0	10	20	30	40	50	60	70	80	90	100

d. Adopt use of the Homeland Security Exercise and Evaluation Program (HSEEP)												
City/Town	Percentage Complete											
	0	10	20	30	40	50	60	70	80	90	100	

e. Participate in meetings and activities including the Emergency Managers Association (EMA)												
City/Town	Percentage Complete											
	0	10	20	30	40	50	60	70	80	90	100	

f. Participate in Training and Exercises												
City/Town	Percentage Complete											
	0	10	20	30	40	50	60	70	80	90	100	

g. Prepare and maintain necessary plans and agreements to facilitate emergency sheltering												
City/Town	Percentage Complete											
	0	10	20	30	40	50	60	70	80	90	100	

1.03 Training and Exercises

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 Member Agency Emergency Managers and other Operational Area stakeholders is important to developing a multi-year training program. Training and exercise planning and development will be the responsibility of the EMA T&E Group to accommodate the needs of the stakeholders. Full commitment and participation by the Member Agencies and participating partners will also be recommended in at least one annual exercise, in some capacity, to ensure the preparedness level of our Operation Area. Further, Member Agencies agree to support the NIMS compliance of each of their jurisdictions.

1.04 Recommended Training for the Governing Bodies of Member Agencies

In an effort to ensure NIMS Compliance and a standardized understanding among Member Agencies, the following training curriculum, **is recommended for representatives of each Member Agencies' governing bodies:**

- a) 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)

1.05 Local Coordinator Responsibilities

All Member Agencies have adopted this Agreement with a commitment to engage in local and regional cooperative planning, coordination and delivery of services. Each Member Agency will provide local support via staff with primary and/or secondary responsibilities including, but 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 County Emergency Operations Center (EOC) Director or his/her designee in emergency or disaster situations.
- c) 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.
- d) 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.
- e) Prepare and disseminate training materials to ensure effective response in a disaster situation;
- f) Develop, train and maintain community engagement, through programs such as Community Emergency Response Team (CERT)
- g) Develop relationships with representatives of other emergency management and response agencies and organizations; review legislation, regulations and other documentation to ensure that the City is in compliance with such regulations and avail itself of all financial and other resources.
- h) Respond to the Emergency Operations Center when it is activated; ensure that appropriate documents are available at the center and provide liaison and coordinative support as required.

1.06 Operational Area District Coordinator Responsibilities

In addition to the roles and responsibilities identified in Section 4.09, The Director of Emergency Services will provide staff in direct support of the Local Coordinators. These Operational Area District 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. Notify local jurisdiction when appropriate.
- h) Work cooperatively with other office staff on area-wide projects and in training programs.
- i) Develop relationships with representatives of other emergency management and response agencies and organizations, review legislation, regulations and other documentation to ensure that the County is in compliance with such regulations and avail itself of all financial and other resources.

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: — NOT PROVIDED 1/15/15

- 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



SHERIFF'S OFFICE

A TRADITION OF SERVICE SINCE 1856

October 9, 2014

To: SMC City Managers Association
SMC Emergency Services Council
SMC City Attorneys Group
SMC Police & Fire Chiefs Association
SMC Emergency Managers Association

From: Jeffrey C. Kearnan, Director, SMC Area Office of Emergency Services
Subject: Emergency Services Joint Powers Agreement-Revision 3rd & Final Update

STAFF REPORT

Executive Summary:

The original approval date for the new Joint Powers Agreement (JPA) was scheduled for approval at the April 17, 2014 Emergency Service Council (ESC) meeting. The JPA had previously been approved and reviewed by all member cities. At the request of the San Mateo County Counsel, the JPA was removed from the consent calendar after it was determined that language in the JPA needed further clarification and amending specific to the California government code's Joint Exercise of Powers Act.

The process for a new revised and restated JPA had to go through the same protocols of vetting through the ESC, City Managers, City Attorneys and Police/Fire Chiefs. The Sheriff's Office Homeland Security Division and Area Office of Emergency Services (HSD/OES) proposed to complete these procedural steps and bring back the fully vetted and approved revised and restated JPA to the Emergency Services Council for review at the next scheduled quarterly meeting scheduled for January 2015.

Background:

The JPA agreement from 1997 was outdated and in need of revision. The entire landscape of the Homeland Security and Emergency Services field has drastically changed since 2001 and the agreement that governs how San Mateo County provides Emergency Services needs to reflect current laws, rules, directives, orders and trends. This agreement has been updated to reflect the current relationships between the County of San Mateo and the participating cities and other partners to provide a clear understanding of the mission of the Emergency Services Council and the Emergency Coordinators within the County, cities and other participating partner agencies/jurisdictions.

Discussion:

In preparation for the April 17, 2014 ESC quarterly meeting, HSD/OES asked County Counsel David Silberman for a final review. San Mateo County Counsel serves as the legal representative for the Emergency Services Council. The proposed JPA agreement was vetted through the San Mateo County Emergency Managers Group, San Mateo County Police Chiefs, San Mateo County Fire Chiefs, San Mateo County City Managers Group and the various city attorneys representing the respective participating City members of the ESC/JPA. It was the opinion of the HSD/OES that the JPA was ready adoption for the April 17th ESC meeting.

Prior to the April 17th meeting, SMCO County Counsel David Silberman contacted HSD/OES Captain Wyss and informed him that the revised JPA was not ready to proceed for formal adoption with the County Board of Supervisors. Mr. Silberman indicated that upon his final review, he identified some language and formatting issues with the current version of the JPA agreement and requested some changes. It was at this time that Captain Wyss stopped the process and requested the JPA committee reconvene and add any new language.

Based on the requested changes to the JPA document, the HSD/OES proposed a formal process to review and approve any further JPA agreements. HSD/OES recognizes the importance of properly reviewing and vetting the JPA document before it is sent to the cities for approval. The review will ensure that the JPA document will comply and be filed with the California Secretary of State, as required under the Government Code. The JPA also will adopt a Conflict of Interest Code in order for the agreement to meet JPA requirements by the state. To assure that all requirements and legal standards are appropriately reviewed and met in a systematic and orderly phase, HSD/OES has developed the below process:

Phase I: COMPLETE

The current JPA agreement will be reviewed by the HSD/OES staff who will color code all changes, recommendations and suggestions that have been made to the agreement. A legend will be provided to allow the reviewer to know where and who made the recommendations for changes in the agreement.

Phase II: COMPLETE

HSD/OES Staff will meet with the JPA sub-committee of San Mateo County Emergency Managers Association group to review the proposed changes and language. They will review and make any appropriate recommendations to the agreement. Any edits by this group will also be color coded for easy recognition.

Phase III: COMPLETE

The JPA agreement will be reviewed by the San Mateo County Counsel who serves as the legal representative for the Emergency Services Council to assure the correct language and changes have met the necessary legal requirements.

Phase IV: COMPLETE

The HSD/OES Captain or Director will present the revised JPA agreement to the ESC at the scheduled September 18, 2014 meeting. The presentation will be divided into four sections:

- Section I Original April 3, 1997, version
- Section II The proposed April 17th JPA revision aka First Amendment version
- Section III The Revised final JPA First Amendment
- Section IV The ESC will be asked for a vote of approval to forward the revised JPA First Amendment to the City Managers Group for review and city council approvals.

Phase V: COMPLETE

The JPA document will be sent to the various cities within five days of the September ESC meeting. The Cities should have the agreement reviewed by the City Manager, Police/Fire Chiefs and City Council and returned to the Office of Emergency Services by December 3, 2014.

Reviewed by	Submitted on	Returned & accepted on
Emergency Managers Association	7/19/14	8/29/14
Police & Fire Chiefs Associations	9/03/14	9/17/14
Emergency Services Council	9/11/14	9/18/14
City Managers Association	9/19/14	9/30/14
SMC City Attorneys	9/17/14	10/03/14

A discussion led by County Counsel David Silberman with city attorney representatives from Belmont, East Palo Alto, Burlingame, Brisbane, Hillsborough, Menlo Park, Pacifica, Daly City, Millbrae, Portola Valley, South San Francisco, Foster City, Woodside, San Mateo and Half Moon Bay reviewed and edited the final JPA document. The final version of the document included agreed upon changes offered by the Emergency Managers Association, The Area Office of Emergency Services, City Attorneys group, Police and Fire Chiefs Association, Emergency Services Council and the SMC City Managers Association.

Phase VI

1. The restated and revised JPA document will be emailed to the ESC at time of final vetting and completion. **COMPLETE**
2. The revised and restated JPA will be presented to the ESC at the first ESC quarterly meeting scheduled in January 2015. A recommendation for approval will be requested.

Phase VII

HSD/OES staff will prepare a memo and resolution to the San Mateo County Board of Supervisors requesting formal adoption of the revised Emergency Services Council's Joint Powers Agreement for the San Mateo County Operational Area.

Fiscal Impact

There is no fiscal impact; no changes have been made to the funding formula for cities.

Recommendations:

The Emergency Services Council would like all of the Member Agencies to approve the revised and restated JPA document as soon as feasible.

Action Requested

HSD/OES seeks approval by the ESC and City Managers Association to accept the final revision and proceed with city council for approval and resolution.

RED-LINE VERSION

**First ~~Amended~~ Revised and Restated
Joint Exercise of Powers Agreement
San Mateo County Operational Area Emergency Services Organization**

THIS JOINT POWERS AGREEMENT (~~the~~ "Agreement") is made as of the Effective Date by and between the public entities set forth ~~in Exhibit A below~~, creating the San Mateo County Operational Area Emergency Services Organization Authority (~~the~~ "Organization").

Each public entity executing this Agreement shall be referred to individually as a "Member Agency," with all referred to collectively as "Member Agencies."

RECITALS

Whereas the Member Agencies' goal is to establish a unified emergency services organization; and,

Whereas the Member Agencies 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.

Whereas the Member Agencies agree that the participants within this Organization may include all local governments within the geographic area of the County, special districts, unincorporated areas, and participating non-governmental entities; and,

Whereas the Member Agencies agree that the collective goal is to provide coordinated plans for the protection of persons and property based on the phases of emergency management; and,

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

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

Whereas the Member Agencies 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 Member Agencies as herein contained, the Member Agencies agree as follows:

Article I - GENERAL PROVISIONS

1.01 Purpose

This Agreement creates an entity to exercise the powers shared in common by ~~the~~its Members Agencies to engage in local and regional cooperative planning and, coordination and delivery of services. As part of this Organization's purpose, Members Agencies seek to meet or exceed the current Emergency Response Planning and Management Capabilities within the Operational Area. Further, Member Agencies 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 Agencies' common powers exercised as set forth in this Agreement.

1.02 Creation of Authority

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

1.03 Membership in the Organization

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

1.04 Participating Members/Partners in the Organization

Participation in the Organization is intended to ensure cooperative emergency planning and response; all participating Member Agencies and partners are expected to attend all regular and special meetings of the Emergency Services Council, encouraged 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.

1.05 Powers of the Organization

The Organization may purchase, lease, own and/or dispose of property and equipment and make and enter into contract(s), as required to satisfy the purposes of this Agreement. The Organization may employ agents and/or employees, operate works and improvements, sue and be sued in its own name, and invest in surplus funds.

Article II- COMMON TERMINOLOGY

2.01 Terminology Defined

The Not all vocabulary of technical terms listed in the Organization Agreement will be relative for use in the particular field, subject matter and/or nomenclature of related matters, incidents and/or descriptions are used in the Agreement. Although terminology may (at times) not be relative to the Organization, it is in part, the terms are included cited as a resource to further clarify terminology utilized in documentation, field operations and/or applicable subject matter.

2.02 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 range of emergencies from small isolated events to the ultimate emergency – war.'" full
(DHS, *Lexicon*, October 23, 2007, p. 1)

2.03 Catastrophe: An event during 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.

2.04 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)

2.05 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)~~ The act or directing and or controlling by virtue of explicit legal, agency or delegated authority; may also refer to the Incident Commander.

2.06 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.

2.07 Emergency Management: As a 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.

2.08 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.~~

2.09 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.

2.10 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.~~

2.11 Local Emergency: The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and/or 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.

2.12 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).

2.13 Mitigation: Activities providing a critical foundation in the effort to reduce the loss of life and/or 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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; and post-incident reporting and development of initiatives to mitigate the effects of future incidents.

2.19 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.

2.20 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.

2.21 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 Area (OA) concept and multiagency or inter-agency coordination. State agencies and local governments are required to use SEMS in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

Article III – GOVERNANCE

3.01 Composition of the Council

The Authority Organization shall be administered by the Emergency Services Council (~~the~~ “Council”) consisting of the following members:

- a) A member of the San Mateo County Board of Supervisors, who shall be designated by the Supervisors.
- b) Each Member Agency shall annually select and appoint a representative to serve on the Council and may select and appoint an alternate representative. Each representative and alternative representative must be a member of the governing body of the Member Agency.
- c) ~~e) 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 one of their members to be the chair and an alternate vice chair shall be selected by the Council by the membership.~~
- d) A Vice-Chair shall be selected by the Council.

3.02 General Purpose of the Organization

The general purpose of the Organization is to:

- a) Provide structure for administrative and **fiscal policies and procedures;**
- b) Identify and pursue funding sources;
- c) Set policy;
- d) Maximize the utilization of available resources; and

- e) Oversee all committee activities.

3.03 Specific Responsibilities of the Council

The specific responsibilities of the Council 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 deemed necessary to **carry out the purpose of the Organization.**
- b) To approve an annual budget in an amount necessary to carry out the purposes of **the Organization.** Upon review and approval of the annual budget by the Council, each Member Agency shall recommend the budget to the governing body of the Member Agency for the purpose of securing from each the appropriations in accordance with each Member Agency's identified allocation **(via Budget Sheets.)**
- ~~e) Each Member Agency shall identify and designate at the beginning of each fiscal year, a local coordinator for regular participation in the San Mateo County Emergency Managers Association. Should the identified Coordinator change at any time during the year, the Member Agency shall notify the Director of Emergency Services within 30 days.~~
- d) If a Member Agency participates in ~~a Special District, e.g. protection/Fire District,~~ a contract relationship for the provision of emergency services, it is still required to name a local emergency coordinator to the Emergency Managers Association who will assure the continuity of communication between the ~~Mm~~ember ~~A~~gency, the County Office of Emergency Services (OES) and the **Organization.**

3.04 Meetings of the Organization.

- a) **Regular Meetings:** The ~~Organization Council~~ shall approve a schedule for its regular meetings provided, however, that the ~~Organization Council~~ shall hold at least one regular meeting quarterly. The ~~Organization Council~~ 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 Agency at the first meeting of the fiscal year.**
- b) **Special Meetings:** Special meetings of the ~~Organization Council~~ may **be called** in accordance with the Brown Act by ~~a~~ the Chair, ~~or~~ a majority of the Council **or the Director.**
- c) **Call, Notice and Conduct of Meetings:** All meetings of the ~~Organization Council~~, 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 Agency. **Any Member Agency may request that an item be considered for placement on the Agenda by submitting the request to the Office of Emergency Services.**
- d) Meetings of the Council shall be conducted by the Chairperson ~~(Member of the Board of Supervisors)~~ or by the Vice-Chairperson in the absence of the Chairperson. In the absence of both Chairperson and Vice-Chairperson, the meeting shall be chaired by member of the Council selected by a majority vote of the Council.)

3.05 Minutes

The Secretary of ~~the Organization~~ shall cause to be kept a digital recording of each meeting, ~~posting the video which shall be posted within (5) working days of the last meeting on the SMC OES Website.~~ The Secretary will create brief summary written minutes for approval by the Council.

3.06 Voting

All power of the Organization shall reside with the Council. Each Member Agency shall have one vote. A Member Agency's alternate representative may participate and vote in the proceedings of the ~~Organization Council~~ only in the absence of that ~~the~~ Member Agency's regular representative. No absentee ballot or proxy **voting** is permitted.

3.07 Quorum; Required Votes; Approvals

A quorum of the Council is a majority of the representatives of the Member Agencies of the Organization. If the number of Member Agencies is an even number, a majority is fifty percent of the Member Agencies, plus one. The Council may not take any substantive action without a majority of the Member Agencies voting to take that action. Action on non-substantive procedural matters may be taken by a majority of a quorum.

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

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

4.02 Treasurer

The Treasurer of the County of San Mateo shall be the Treasurer of the Organization. The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Authority Organization from whatever source, and shall have the duties and obligations set forth in the Joint Exercise of Powers Act.

4.03 Auditor and Financial Accountability

The Organization will ensure financial accountability as required by Section 6505 of the Government Code. The Organization will ensure that audits are conducted as required by that

Section. Unless the Council votes to appoint a separate auditor, audits will be conducted by auditor selected by the Sheriff's Office to conduct the audit of the Sheriff's Office. In the event that the Council selects a separate auditor, the full cost of the audit will be the responsibility of the Organization.

The Auditor shall perform the functions of auditor for the Organization and shall make or cause an independent annual audit of the accounts and records of the Organization 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's Office shall be the legal counsel for the Organization. To the extent permitted by the [Joint Exercise of Powers Act](#), the Organization may change, by resolution, the legal counsel to the Organization. The full cost of outside legal counsel will be the responsibility of the Organization.

4.05 Secretary to the Organization

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

4.06 Contractors

The Organization shall have the power by resolution to appoint and employ such other consultants and independent contractors as may be necessary to carry out the purposes of the Organization. [The Organization will be responsible for any/all incurred costs.](#)

4.07 Committees

~~The Organization may form and dissolve Committees as determined by the Council. shall have at least two standing committees, the Administrative Committee and the Finance Committee.~~

- ~~b) The Administrative Committee shall have five members, consisting of the County Manager and four City Manager/Administrators selected from among the city managers and city administrators of the participating cities chosen by the San Mateo County City Manager's Association. A Police Chief and a Fire Chief shall be an ex-officio, non-voting member of the Administrative Committee.~~
- ~~e) The Administrative Committee is tasked with setting the agenda for Emergency Services Council meetings and advising the Council on issues of policy to come before the Council.~~
- ~~d) The Finance Committee shall have four members. Two of the members of the Committee shall be selected by the Council and shall be representatives to the Council. The third member shall be the Chair of the Council or her designee. The fourth member shall be an employee of the Sheriff's Office's fiscal division selected by the Sheriff.~~
- e) The Finance Committee reviews and makes recommendations to the Council on budgetary and finance issues.

4.089 Director of Emergency Services

The Sheriff or his/her designee is the Director of the San Mateo County Area Office of Emergency Services (the "Director"). The SMC Area Office of Emergency Services is **responsible for the on-going operation of the San Mateo County Operational Area and is also responsible for achieving the purposes of the Organization as follows:**

- 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 systems, 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. 3100 CGC of the California Government Code and volunteers. The Member cities-Agencies 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.
- h) The Organization does not intend to acquire title to any property. But in the event that it does, pursuant to Section 6505.1 of the Government Code, the Organization designates the Director to handle that property. In the event that the Organization does acquire title to property, the Director will obtain a bond in the amount determined by the contracting parties.

4.109 Staffing Reimbursement

The County Office of Emergency Services is a bureau of the Sheriff's Office, staffed by sworn officers and other civil service employees of the County of San Mateo appointed by the Sheriff. The Office of Emergency Services supports the purposes of the Organization. A portion of the cost of Office of Emergency Services staff is reimbursed by the Organization in an amount determined by the funding allocation in this Agreement.

Article V – BUDGET AND COST-SHARING

In consideration of the mutual promises herein contained, it is hereby agreed that the cost of maintaining the 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 city's 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~~ Member Agencies 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~~ Member Agencies 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~~ Member Agencies 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 Director and the Finance Committee for revision and recommendation. If no resolution can be reached by the committee, the ~~members~~ Member Agencies may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any ~~member~~ Member Agency shall be financially responsible for that portion of the budget unilaterally adopted. **Any Member Agency that does not meet its financial commitment under the adopted budget will lose its voting status and/or other such privileges of membership as determined by the Council.**
- g) **It is further agreed that any excess in federal or state funds, in any year, shall be reviewed by the Finance Committee, who will then make a recommendation to the Council, as to the disposition of the excess funds.**
- h) ~~With respect any Member Agency that is not a City or the County to Member Agencies that are not cities,~~ the amount to be contributed is determined by a negotiation between those Member Agencies and the Director Emergency Services and must be approved by the Council. A letter memorializing the agreed contribution will be an attachment to this Agreement.

Article VI - INSURANCE

- a) The County shall add the Organization and Emergency Services Council to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the Agreement. **Member Agencies understand that the County is partially self-insured.** Unless the Organization decides otherwise, County shall provide for the

defense of any claims or litigation within the 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 self-insured retention shall be shared by the parties in accordance with the formula as described in Article V (b).

Article VII - EFFECTIVENESS

This Agreement shall be effective upon its execution by all Member Agencies ~~and the Board of Supervisors~~. It is effective as to new Members Agencies upon adoption and approval by the ~~Area Emergency Services~~ Council and by the new Member Agency's governing body. This Agreement shall continue in effect until terminated as provided herein.

Article VIII – TERM AND TERMINATION

8.01 Withdrawal by Members

- a) Any Member Agency may withdraw from this Agreement by written notice given by such Member Agency to all other Member Agencies, 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 Agency may enter or re-enter the organization by petition to the ~~Emergency Services~~ Council by its governing body, and majority approval of the petition by the ~~Emergency Services~~ Council. Upon approval, the new Member Agency must agree in writing to all terms of this Agreement.
- c) ~~Should a Member Agency withdraw less than 120 days prior to the commencement of the fiscal year, the withdrawal will be effective but that Member Agency will be responsible for its calculated contribution for that year pursuant to Article V.~~
- d) Should a Member Agency give required notice and withdraw from the Agreement, the prior contribution of that Member Agency will be divided equally by formula among the remaining Member Agencies.

8.02 Termination of Organization and Disposition of Surplus Money and Property

This Agreement shall terminate effective upon a vote of the ~~Emergency Services~~ Council, the County and by at least eleven (11) cities representing the majority of the population of the County. ~~In the event that the Organization ceases to exist, surplus funds will be returned consistent with Section 6512 of the Government Code in proportion to the contributions made. The Organization does not intend to acquire title to any property. But in the event that it does, title to all property acquired by the Organization, shall be owned by the County of San Mateo to be used for "County Wide" purposes.~~

8.03 Amendments

~~Any proposed Amendments to this Agreement may be recommended by the Council but must be ratified by each Member Agency's governing body.~~

8.04 Review of this Agreement

~~The Council will conduct a review of this Agreement in 2020 and every five years thereafter to determine whether any changes to the Agreement are necessary or advisable. In the event that the Council concludes that changes should be made, each Member Agency representative will take those recommended changes to the governing body of the Member Agency for ratification.~~

8.05 Bylaws

~~The Council may, from time to time, adopt and/or amend Bylaws for the conduct of its affairs; provided the purpose is consistent with this Agreement and/or are necessary and appropriate.~~

Article IX - MISCELLANEOUS PROVISIONS

9.01 Notices

It shall be the responsibility of the Sheriff or his/her designee to ensure all notices are provided to [Member Agencies](#) and posted in compliance with the legal requirements of the Agreement.

9.02 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.

9.03 Supersession

It is mutually understood and agreed by the Member Agencies that this [Agreement](#) supersedes the 1997~~3~~ San Mateo County Operational Area Joint Powers Agreement, any previous agreements on this subject matter and any amendments thereto.

9.04 Assignment

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

9.05 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.

9.06 Headings

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

9.07 Counterparts

This Agreement may be executed in counterparts, [each of which will be deemed an original and all of which shall constitute this Agreement](#).

9.08 No Third Party Beneficiaries

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members Agencies, 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.

9.09 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.

9.10 Conflict of Interest Code

The Organization shall adopt a conflict of interest code as required by law. Member Agencies understand that representatives and alternate representatives are listed on the Organization's Conflict of Interest Code and will be responsible for [completing filing](#) a Form 700 for the Organization.

9.11 Indemnification

The Organization shall defend, indemnify and hold harmless each Member Agency (and each Member Agency'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 Organization or its officers, agents or employees.

Each Member Agency shall defend, indemnify and hold harmless the other Member Agencies (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.

9.12 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 Member Agencies and/or the Organization.

9.13 Authorization to Enter Into Agreement

Each party warrants that the person signing this Agreement on its behalf is authorized to bind that party to this Agreement.

9.14 Confirmation of Jurisdictional Authority

By signing this Agreement, the Member Agencies 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 Member Agency's jurisdictional authority.

9.15 Participation Understanding

The Member Agencies understand that to facilitate proper emergency response, each public entity has an important role to play. By adopting this Agreement, the Member Agencies recognize the importance of that role. DA descriptions of the activities that are expected of each Member Agency are contained in Attachment A to this agreement. Attachment A may be modified by a majority of the Council at a meeting of the Organization.

SUPPLEMENTAL AGREEMENT

~~The following list of responsibilities was developed by a sub-committee of the Emergency Managers Association of San Mateo County. The determined need is to assure the Member Agencies meet the basic functional needs of the communities within San Mateo County during a disaster. To determine the readiness of Member Agencies to respond to an emergency, each Member Agency agrees to participate in an annual survey or other mechanism, developed by the EMA Policy & Continuity Working Group, to gather preparedness data from Member Agencies. An evaluation shall be presented to the Emergency Services Council as set forth in section 1.01 of this Supplemental Agreement.~~

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

<u>Signatories</u>	<u>Resolution/Action Number</u>	<u>Date of Adoption</u>
<u>Atherton</u>		
<u>Belmont</u>		
<u>Brisbane</u>		
<u>Burlingame</u>		
<u>Colma</u>		

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		

ATTACHMENT A

SUPPLEMENTAL AGREEMENT

The following list of responsibilities was developed by a sub-committee of the Emergency Managers Association of San Mateo County. The determined need is to assure the Member Agencies meet the basic functional needs of the communities within San Mateo County during a disaster. To determine the readiness of Member Agencies to respond to an emergency, each Member Agency agrees to participate in an annual survey or other mechanism, developed by the EMA Policy & Continuity Working Group, to gather preparedness data from Member Agencies. An evaluation shall be presented to the Emergency Services Council as set forth in section 1.01 of this Supplemental Agreement.

Article I – MEMBER AGENCY RESPONSIBILITIES AND TRAINING

1.01 Emergency Preparedness and Planning Standards

The Member Agencies 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, each Member Agency agrees that it will adhere to current state and federal NIMS/SEMS requirements.

The Director will provide an annual evaluation of each Member Agency’s attainment towards the current State and federal NIMS/SEMS requirements, as well as assist the Member Agencies in working towards full compliance.

1.02 Information Reporting

Member Agencies of the Organization shall report on the agreed adopted standards, cited in Section 1.01 of this Supplemental Attachment, annually to the Director of the Office of Emergency Services, who will compile the information and report to the Council at its January meeting.

- a.** The following is an example of the type of information to be collected annually; other formats may be developed or used as needed. Adopt an Emergency Operations Plan and Annexes, review and update no less than every three years

	City/Town	Percentage Complete										
1		0	10	20	30	40	50	60	70	80	90	100

- 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.)

	City/Town	Percentage Complete										
		0	10	20	30	40	50	60	70	80	90	100

- c.** Participate in the Operational Area Multi-year Training and Exercise Plan

	City/Town	Percentage Complete										
		0	10	20	30	40	50	60	70	80	90	100

- d.** Adopt use of the Homeland Security Exercise and Evaluation Program (HSEEP)

	City/Town	Percentage Complete										
		0	10	20	30	40	50	60	70	80	90	100

- e.** Participate in meetings and activities including the Emergency Managers Association (EMA)

	City/Town	Percentage Complete										
		0	10	20	30	40	50	60	70	80	90	100

- f.** Participate in Training and Exercises

	City/Town	Percentage Complete										
		0	10	20	30	40	50	60	70	80	90	100

- g.** Prepare and maintain necessary plans and agreements to facilitate emergency sheltering

	City/Town	Percentage Complete										
		0	10	20	30	40	50	60	70	80	90	100

1.03 Training and Exercises

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 Member Agency Emergency Managers and other Operational Area stakeholders is important to developing a multi-year training program. Training and exercise planning and development will be the responsibility of the EMA T&E Group to accommodate the needs of the stakeholders. Full commitment and participation by the Member Agencies and participating partners will also be recommended in at least one annual exercise, in some capacity, to ensure the preparedness level of our Operation Area. Further, Member Agencies agree to support the NIMS compliance of each of their jurisdictions.

1.04 Recommended Training for the Governing Bodies of Member Agencies

In an effort to ensure NIMS Compliance and a standardized understanding among Member Agencies, the following training curriculum, **is recommended for representatives of each Member Agencies' governing bodies:**

- a) 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)

1.05 Local Coordinator Responsibilities

All Member Agencies have adopted this Agreement with a commitment to engage in local and regional cooperative planning, coordination and delivery of services. Each Member Agency will provide local support via staff with primary and/or secondary responsibilities including, but 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 County Emergency Operations Center (EOC) Director or his/her designee in emergency or disaster situations.
- c) **Participate with a Planning and Exercise Design Working Group as well as complete a 3-5 year Training and Exercise Program that is Homeland Security Exercise and Evaluation Program (“HSEEP”) compliant.** 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.
- d) 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.
- e) Prepare and disseminate training materials to ensure effective response in a disaster situation;
- f) Develop, train and maintain community engagement, through programs such as Community Emergency Response Team (CERT)
- g) Develop relationships with representatives of other emergency management and response agencies and organizations; review legislation, regulations and other documentation to ensure that the City is in compliance with such regulations and avail itself of all financial and other resources.
- h) Respond to the Emergency Operations Center when it is activated; ensure that appropriate documents are available at the center and provide liaison and coordinative support as required.

1.06 Operational Area District Coordinator Responsibilities

In addition to the roles and responsibilities identified in Section 4.09, The Director of Emergency Services will provide staff in direct support of the Local Coordinators. These Operational Area District 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. Notify local jurisdiction when appropriate.
- h) Work cooperatively with other office staff on area-wide projects and in training programs.
- i) Develop relationships with representatives of other emergency management and response agencies and organizations, review legislation, regulations and other documentation to ensure that the County is in compliance with such regulations and avail itself of all financial and other resources.

1.07 Emergency Management Support Team

In an effort to provide advanced training and to support emergency mutual aid during localized disasters/events, the Emergency Managers Association will promote an Emergency Management Support Team (EMST). The desired goal 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 EMA. Participation in and support of the EMST is completely voluntary by the Member Agencies. Participation in the EMST does not guarantee a Member Agency support during an incident.

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

Signatories	Resolution/Action Number	Date of Adoption
Atherton		
Belmont		
Brisbane		
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		