

## **RESOLUTION NO. 2011-303**

Adopted by the Sacramento City Council

May 24, 2011

### **MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SACRAMENTO**

#### **BACKGROUND**

- A. The Standardized Emergency Management System was made law in 1993 under California Code of Regulations Title 19, Division 2, Office of Emergency Services, and required the establishment of an Operational Area by December 1, 1995.
- B. An operational area is defined as an intermediate level of the state emergency services organization consisting of a county and all political subdivisions within the county geographic area whose purpose is to coordinate emergency activities and to serve as a link in the system of communications and coordination between the state's emergency operation centers and the operation centers of the political subdivisions comprising the operational area.
- C. The County of Sacramento is responsible for the operational area and has been the lead agency of the operational area since its inception.
- D. Additional cities have incorporated since the Sacramento Operational Agreement was passed.
- E. The Operational Area Council defined in this Agreement would better meet the needs of Sacramento Operational Area jurisdictions if representation was changed to include more disciplines and partner agencies involved in emergency management.
- F. Enhanced planning and response in addition to greater efficiency can be achieved by joining the efforts of cities, special districts, and the county in pre-disaster agreements.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City of Sacramento hereby approves the updated Sacramento Operational Area Agreement, in the form attached.

Adopted by the City of Sacramento City Council on May 24, 2011 by the following vote:

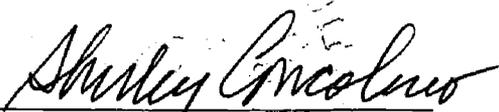
Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

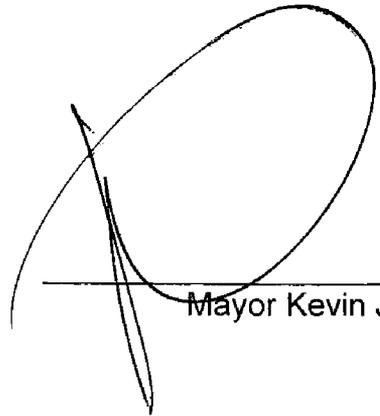
Noes: None.

Abstain: None.

Absent: None.

Attest:

  
Shirley Concolino, City Clerk

  
\_\_\_\_\_  
Mayor Kevin Johnson

**AGREEMENT FOR MANAGEMENT AND OPERATION OF THE  
EMERGENCY OPERATIONS CENTER**

**NEW SACRAMENTO  
OPERATIONAL AREA AGREEMENT**

This Agreement is made by and between the COUNTY OF SACRAMENTO, hereinafter referred to as COUNTY, and the those cities and special districts within Sacramento County whose governing bodies have adopted a resolution to approve and become parties to this Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA FOR EMERGENCY SERVICES**

**SACRAMENTO**

The original Sacramento Operational Area Agreement ("Original Agreement") was adopted in 1995 as a requirement of the 1993 Standardized Emergency Management System law passed in California after the 1991 Oakland Hills Fire. The Parties hereto desire to replace the Original Agreement with a new agreement that reflects changes in the underlying circumstances that have taken place since the approval of the Original Agreement. In doing so, the parties to this Agreement recognize an Operational Area, as that term is defined in Government Code Section 8559(b) & 8605 which designates an intermediate level of organization, cooperation, and planning between public entities within Sacramento County boundaries. The parties agree to participate in the organizational structure which is a planning and coordination partnership for a systematic approach to exchanging disaster information and resource requests in order to foster effective flow of disaster information and resource requests during natural and manmade emergencies when multiple local agencies with jurisdiction are responding and may exceed their capacity to bring the emergency under control or when the emergency may impact a significant area or portion of the population or cause evacuation and sheltering beyond normal operations, and also to provide emergency preparedness on a day-to-day basis through training and exercise activities. The COUNTY will designate individuals to be trained to staff the Operational Area organization. Each party to this Agreement will also designate, in writing, one individual and one alternate who shall be empowered to speak on behalf of the party to the Operational Area.

**2. CONSIDERATION**

The consideration under this Agreement is the mutual advantage of the protection afforded to each of the parties under the Agreement. There shall not be any monetary compensation required from any party to another party. The Emergency Management Performance Grant (EMPG), a federal grant awarded annually to the Sacramento

Operational Area for emergency management planning, shall be allocated to Sacramento County to support county-wide emergency planning and to administer and support the operational area.

### **3. OPERATIONAL AREA COUNCIL**

An Operational Area Council is hereby established as an advisory body to the Operational Area organization for the purpose of coordinating emergency management issues among jurisdictions of the operational area. The Council will consist of one representative of each of the party jurisdictions to this Agreement, if a city or the county. Special districts will be represented on the OA Council as follows; Sacramento Metropolitan Fire District representing Fire, Sacramento County Water Quality Department representing Water districts, Sacramento County Water Resources Department representing Reclamation districts, and SMUD representing Utility districts. Other representatives to the OA Council will include the Sheriff, Public Health, the Coroner, Red Cross representing non-governmental organizations active in disasters, and a business representative. Additional representatives may be added to the Operational Area Council by a two-thirds vote of the members present at a duly convened council meeting if the addition of such representative will enhance the purpose of the Council. It will be the responsibility of the Council to set policies and procedures for the governing of the Council, approve the Operational Area Plan and advise the COUNTY on the operation of the Operational Area. The COUNTY will supply staff support for the council.

### **4. OPERATIONAL AREA COORDINATION**

The Operational Area Organization shall perform all functions required by statute or regulation and address the following functional areas: management, operations, planning/intelligence, logistics, finance/administration, and joint public information. The COUNTY will function as the Operational Area. The County Emergency Operations Coordinator (or his/her designees) will act as the Operational Area Coordinator. The Coordinator shall maintain a current roster of all public agencies which are parties to this Agreement and annually provide an updated operational area emergency communications directory to all operational area jurisdictions.

All parties to this Agreement shall abide by the protocols and procedures for operational area coordination described in the Operational Area Plan, establish communication with the Operational Area Coordinator during emergency periods, report situation status to the Operational Area, and request mutual aid resources through operational area mutual aid coordinators.

**5. PROVISION OF FACILITIES AND SUPPORT**

The **County** will provide the Emergency Operations Center (EOC) located at the Sacramento Regional Emergency Management and Homeland Security Training Center at McClellan as the site for the Operational Area EOC. The COUNTY will provide EOC support staff and all necessary supplies for the Operational Area Organization during actual operations and exercises.

**6. TERM OF AGREEMENT**

This Agreement shall be effective as to COUNTY and participating parties from the date on which any such party adopts the required resolution approving the Agreement after COUNTY's adoption of such resolution and shall continue in effect until terminated by all remaining parties to the Agreement.

**7. WITHDRAWAL OF PARTY**

Any party to this Agreement may withdraw as a party to this Agreement upon giving 30 days prior written notice to the other parties.

**8. ADDITIONAL PARTIES**

Additional parties, who are public entities within the geographical boundaries of Sacramento County, may join in this Agreement and become member entities upon execution of an Exhibit to this Agreement in which the entity agrees to be subject to the conditions and terms of this Agreement. The executed Exhibit shall become part of this Agreement automatically after the expiration of 30 days following notification by the new party of the execution of the Exhibit. Thereafter, the entity shall be considered to be a party to this Agreement.

**9. HOLD HARMLESS**

Except for damages or loss resulting from willful misconduct, gross negligence or breach of a fiduciary obligation in connection with this Agreement, no party to this Agreement shall be liable to any other party for any loss or damage in connection with this Agreement. Each party shall be responsible for the consequences of its own willful misconduct, gross negligence and/or breach of a fiduciary duty in connection with this Agreement, and in connection with any work undertaken in accordance with this Agreement, and shall indemnify, defend and hold harmless the other party from the consequences thereof to the extent allowed by law.

**10. ORIGINAL AGREEMENT SUPERCEDED IN ITS ENTIRETY.**

The Original Agreement shall be superseded in its entirety by this Agreement as to those parties who have adopted a resolution approving this Agreement.