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OAKLAND

2018 JAN 11 PM 5:27

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Darin White
Fire Chief

SUBJECT: Operational Agreement between
City of Oakland and Alameda County
for period May 10, 2016 through
December 31, 2025

DATE: December 26, 2017

City Administrator Approval

Date:

1/11/18

RECOMMENDATION

Staff Recommends That The City Council Approve A Resolution Authorizing The City Administrator, Or Designee, To Enter Into An Operational Area Agreement With Alameda County To Create An Intermediate Level Of The State Emergency Services Organization That Will Comply With The State Of California Standardized Emergency Management System (SEMS) For The Period From May 10, 2016 Through December 31, 2025.

EXECUTIVE SUMMARY

Passage of this resolution will authorize the City Administrator or her designee, to enter into an Agreement with Alameda County to create an intermediate level of the State's Emergency Services Organization comprised of Alameda County and all cities and special districts within its boundaries. The purpose of the agreement is to provide policies and procedures to guide how jurisdictions within Alameda County will prepare, respond, mitigate and recover from natural and human-caused disasters.

BACKGROUND / LEGISLATIVE HISTORY

After the 1991 Firestorm, the California State Legislature established the Standardized Emergency Management System (SEMS), authorized by Government Code Section 8607(a). One of the key elements of SEMS is the validation and formation of the Operational Area. The 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 area." [Government Code Section 8559(b)]

On January 1, 2006, the Oakland City Council approved Resolution No. 79704 C.M.S. which adopted the Operational Area Agreement and authorized Oakland's participation in the Alameda County Operational Emergency Management Organization. The original agreement expired December 31, 2015.

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January 23, 2018

On May 10, 2016, the Alameda County Board of Supervisors ratified a new ten-year agreement and invited the cities and other political subdivisions within the county to once again participate in the Alameda County Operational Area Emergency Management Organization (**Attachment A**).

This report and resolution recommend re-adoption of the Alameda County Operational Area Emergency Management Organization Agreement. Oakland City adopted the original ten-year Operational Area Agreement in 1995. Re-adoption of the Alameda County Operational Area Agreement facilitates compliance with California's Standardized Emergency Management System.

ANALYSIS AND POLICY ALTERNATIVES

The current agreement approved by the Alameda County Board of Supervisors in May 2016 (**Attachment A**) is identical to the original agreement and has the following features:

- Establishes a partnership for exchanging disaster intelligence, mutual aid, and resource requests during emergencies;
- Allows for cooperative training, exercises, and drills;
- Operates under SEMS guidelines and regulations;
- Identifies the Alameda County Sheriff, who is also the Director of Emergency Services, as the Operational Area Coordinator. The Operational Area Coordinator is responsible for assuring the representation of all affected jurisdictions in decision making before, during, and after a disaster occurs;
- Ensures that a representative Operational Area Council is established to review and approve policies and procedures, and serve as Alameda County's Civil Defense and Disaster Council; and,
- Requires each local jurisdiction to designate individuals to be trained on policies and procedures of the Alameda County Operational Area Emergency Management Organization, and to designate a line of succession of officials who are empowered to represent the jurisdiction to the Operational Area Emergency Management Organization.

FISCAL IMPACT

There are no direct fiscal impacts to the City of Oakland as a result of re-adopting the Operational Area Agreement. Paragraph 2 of the Agreement, titled *Consideration*, specifically states, "There shall not be any monetary compensation required from any party to another party as a condition of assistance provided under this agreement, except for reimbursement of direct costs as designated in mutual aid agreements."

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SUSTAINABLE OPPORTUNITIES

Economic: All disasters have a significant economic impact on local jurisdictions. As Oakland experienced with the 1989 Loma Prieta earthquake and the 1991 Firestorm, it can take years to recover. Inter-jurisdictional cooperation is crucial to reduce economic impacts resulting from a disaster. Oakland's continued participation in the Operational Area Management Organization is a critical step toward that goal.

Environmental: Disasters take a toll on the local environment. Debris management is among the first steps in successful disaster recovery. Inter-jurisdictional cooperation is an important element in coordinating debris management. The Alameda County Management Authority, a participant in the Operational Area Agreement, maintains and trains on the Alameda County Disaster Waste Management Plan.

Social Equity: California's Standardized Emergency Management System requires local government to be responsible for the protection of life, property, and the environment during a declared disaster. Inter-jurisdictional cooperation is key to ensuring that a city can meet the needs of its entire population, not those of a select few of its citizens.

PUBLIC OUTREACH / INTEREST

Emergency preparedness is a community effort that can only be accomplished by working together for a common result. It is a partnership of residents, businesses, schools, non-profits, community-based organizations, special districts, and local governments to prevent loss of life, loss of property, and damage to the environment.

The City of Oakland was an active participant in developing the original Operational Area Agreement ten years ago. Therefore, staff recommends that the Oakland City Council continue its support of the partnerships represented by this umbrella agreement in order to effectively prepare for, respond to, and recover from emergencies.

COORDINATION

This report was reviewed by the Oakland City Attorney's Office and the Budget Bureau.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council approve a resolution authorizing the City Administrator, or designee, to enter into an Operational Area Agreement with Alameda County to create an intermediate level of the state emergency services organization that will comply with the State of California Standardized Emergency Management System (SEMS) for the Period from May 10, 2016 through December 31, 2025.

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Sabrina B. Landreth, City Administrator

Subject: Operational Area Agreement between the City of Oakland and Alameda County for period May 10, 2016 through December 31, 2025

Date: December 26, 2017

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For questions regarding this report, please contact Mitchell Green, Acting Emergency Management Services Division Manager at (510) 238-6067.

Respectfully submitted,



Darin White
Fire Chief

Reviewed by:
Angela Robinson Piñon, Chief of Staff
Oakland Fire Department

Prepared by:
Mitchell Green
Assistant Emergency Services Manager
Oakland Fire Department
Emergency Management Services Division

Attachment (1):

A. 2016 Operational Area Agreement

Item: _____
Public Safety Committee
January 23, 2018

**AGREEMENT FOR PARTICIPATION
IN ALAMEDA COUNTY
OPERATIONAL AREA
EMERGENCY MANAGEMENT ORGANIZATION**

This Agreement is made this 10th day of May, 2016 by and between the County of Alameda and the cities, special districts, and other public benefit non-profit corporations that are parties to this Agreement.

WHEREAS, the potential for a major catastrophe due to natural or manmade disaster requires all government entities within Alameda County to be prepared to share resources and information among themselves as well as with the State of California in order to protect public welfare; and

WHEREAS, greater efficiency and disaster preparedness response, recovery, and mitigation can be achieved by joining the efforts of the County of Alameda, the Cities, Special Districts, and other public benefit non-profit corporations together in pre-disaster agreements; and

WHEREAS, the California Emergency Services Act makes reference to the "operational area" and defines it as "an intermediate level of the state emergency services organization" created to perform extraordinary functions for local governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources;

**THE COUNTY, CITIES, SPECIAL DISTRICTS, AND OTHER PUBLIC BENEFIT
NON-PROFIT CORPORATIONS AGREE AS FOLLOWS:**

**1. RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA
EMERGENCY MANAGEMENT ORGANIZATION**

The parties to this Agreement recognize an Operational Area, as the term is defined in the California Emergency Services Act (*California Government Code §8550 et seq.*) which designates an intermediate level of organization, cooperation, and planning between public entities within Alameda County boundaries.

The County of Alameda, cities, special districts, and other public benefit non-profit corporations that are parties to this Agreement shall participate in this organizational structure, which is a partnership for a systematic approach for exchanging disaster intelligence, mutual aid requests, and resource requests in emergencies and also to provide emergency preparedness on a day-to-day basis through cooperative training and exercise activities.

The Operational Area Emergency Management Organization will be the primary contact point during an emergency in Alameda County for sharing disaster intelligence among local agencies and between the Operational Area Emergency Management Organization and state and federal agencies requesting information.

C-2016-45

The Operational Area Emergency Management Organization will assist parties to this agreement to share resources before, during, and after an emergency, as well as to prepare, respond, and recover from disasters that strike Alameda County. The Operational Area Emergency Management Organization will prioritize competing needs according to the policies and procedures approved by the Operational Area Council.

Each of the parties to this Agreement will designate individuals to be trained to represent their agency in the Operational Area Emergency Management Organization. The training will be an orientation on the policies and procedures of the Operational Area Emergency Management Organization. Each party to this Agreement will also designate, in writing, a line of succession of officials who are empowered to represent the party to the Operational Area Emergency Management Organization.

2. CONSIDERATION

The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties to this Agreement. There shall not be any monetary compensation required from any to another party as a condition of assistance provided under the agreement, except for reimbursement of direct costs as designated in mutual aid agreements. Nothing in this agreement shall be construed as altering any preexisting disaster response agreements between the parties.

3. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

The Operational Area Emergency Management Organization and its policies and procedures will be regulated by the Standardized Emergency Management System as stated in *California Government Code §8607*, and its implementing regulations, *California Code of Regulations, Title 19, Division 2, Office of Emergency Services, Standardized Emergency Management System*, and guidelines. The incident command system and a multi-agency coordination system, as described in those regulations and guidelines, will be used for coordination and direction of the parties to this agreement participating in emergency efforts. The *Alameda County Emergency Operations Plan* shall be the primary method and criteria used to conduct Operational Area Emergency Operations Center activities.

4. OPERATIONAL AREA COORDINATOR

The Sheriff/Director of Emergency Services is the Operational Area Coordinator. It is the responsibility of the Operational Area Coordinator to oversee the operation of the Operational Area Emergency Management Organization and to reasonably interpret the terms of this agreement.

It is the responsibility of the Operational Area Coordinator to encourage equal representation by parties to the agreement on a day-to-day basis and to include representatives of affected parties to this agreement and mutual aid coordinators in the operational decision making before, during, and after a disaster strikes Alameda County.

5. COUNCIL

An Operational Area Council is hereby established consisting of a representational membership of the party jurisdictions to this Agreement. The Council shall include one voting representative from each of the following:

- a. The President of the **Board of Supervisors**, or his/her designee;
- b. The **Sheriff/Director of Emergency Services**, or his/her designated alternate;
- c. The **Alameda County Administrator**, or his/her designated alternate;
- d. The **County Agency Heads** having primary functional responsibilities in a disaster, or their designated alternates;

Including, but not limited to:

- 1. Auditor-Controller
 - 2. Fire Department
 - 3. General Services Agency
 - 4. Health Care Services
 - 5. Human Resource Services
 - 6. Public Works Agency
 - 7. Sheriff's Office
 - 8. Social Services Agency
- e. The President of the **Alameda County Emergency Managers' Association**, or his/her designated alternate;
 - f. The President of the **Alameda County Fire Chiefs' Association**, or his/her designated alternate;
 - g. The President of the **Alameda County Chiefs of Police and Sheriff's Association**, or his/her designated alternate;
 - h. A City Manager of a **North County City**, or his/her designated alternate, chosen annually by the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont to represent them in the Council;
 - i. A City Manager of a **South County City**, or his/her designated alternate, chosen annually by the cities of Fremont, Hayward, Newark, San Leandro, and Union City to represent them in the Council;
 - j. A City Manager of an **East County City**, or his/her designated alternate, chosen annually by the cities of Dublin, Livermore, and Pleasanton to represent them in the Council;

- k. A General Manager of a **Regional District** based in Alameda County, or his/her designated alternate, chosen annually by participating regional districts, defined as a special district having service areas in more than one county, to represent them in the Council;
- l. A General Manager of a **Special District**, or his/her designated alternate, chosen annually by participating special districts having their entire service area within the boundaries of Alameda County to represent them in the Council;
- m. The **Alameda County Superintendent of Schools**, or his/her designated alternate, to represent the school districts of Alameda County;
- n. A Director of a **Public Benefit Non-profit Corporation**, or his/her designated alternate, chosen annually by the Alameda County Voluntary Organizations Active in Disaster executive committee to represent them in the Council;
- o. A Chief Executive Officer or President, or his/her designated alternate, of a **private sector company** doing business in this county that is an active member of the Emergency Managers' Association of Alameda County and is selected annually by the Operational Area Coordinator; and
- p. Such representatives of **other organizations**, either civic, business, labor, veterans, professional or other organizations having an official group or organization having disaster responsibility and may be appointed by the Operational Area Coordinator.

It is the responsibility of the Operational Area Council to set the policies and procedures for the governing of the Operational Area Emergency Management Organization and to review and approve recommendations for changes to these policies and procedures on an annual basis. The Operational Area Council will also serve as the Alameda County Civil Defense and Disaster Council, as described in the *Alameda County Administrative Code, Chapter VI*. The County of Alameda will supply staff support for the Operational Area Council.

6. PROVISION OF FACILITIES AND SUPPORT

The County of Alameda shall provide its emergency operations center as the site for the Operational Area Emergency Management Organization. The County of Alameda will provide support staff for the emergency operations center and all reasonable supplies for the Operational Area Emergency Management Organization during actual activations, drills, and exercises. All parties to this Agreement may provide representatives for decision making and liaison to operational elements of the Operational Area Emergency Management Organization when activated.

The Operational Area Emergency Management Organization will facilitate the mutual aid systems used by local agencies to assist each other in a disaster with the resources necessary to save lives, mitigate property loss, and meet the basic needs of the people.

7. TERM OF AGREEMENT

This Agreement shall be effective from the date executed by all parties until December 31, 2025. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

8. WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving thirty (30) days prior written notice to all other parties.

9. ADDITIONAL PARTIES

Additional parties, who are public entities within the geographical boundaries of Alameda County, may join in this Agreement and become a member party 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 a part of this Agreement automatically after the expiration of thirty (30) days following notification by the new party to all other parties to the execution of the exhibit. Thereafter, the entity shall be considered to be a party of this Agreement unless the entity withdraws as provided herein. Provided however, in the event any existing party to the Agreement gives all other parties notice of its objection to the addition of the particular entity becoming a member to this Agreement within the thirty (30) day notice period, the addition of such party to this Agreement shall require the consent of a two-thirds majority to the then member parties.

10. INDEMNIFICATION AND HOLD HARMLESS

Each of the parties agree to indemnify and hold the other parties harmless and waives all claims for compensation for any loss, damage, personal injury, or death incurred in consequences of the acts or omissions of the indemnifying parties' own employees and agents in the performance of this Agreement.

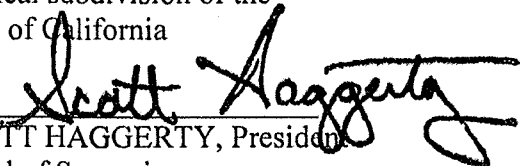
It is the intent of the parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate costs of any loss, damage, expense, and liability attributable to the party's negligence.

11. SALARIES, EMPLOYMENT AND WORKERS COMPENSATION BENEFITS

The salaries, employment and workers compensation benefits of each employee participating in the Operational Area Emergency Management Organization shall be the responsibility of the party employing the individual. It is understood that each party's employees have no rights, benefits, or special employment status conferred by reason of this Agreement.

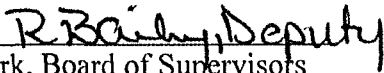
IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

COUNTY OF ALAMEDA, a
political subdivision of the
State of California

By 
SCOTT HAGGERTY, President
Board of Supervisors


I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on May 10, 2016; and that a copy has been delivered to the President as provided by Government Code section 25163.

ATTEST: ANIKA CAMPBELL-BELTON
Clerk, Board of Supervisors
Alameda County, California

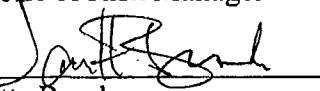
By 
R. Bailey, Deputy
Clerk, Board of Supervisors

APPROVED AS TO FORM AND CONTENT:

DONNA ZEIGLER
County Counsel

By 
L. David Nefouse
Deputy County Counsel

BARBARA LUBBEN
Director of Risk Manager

By 
Janette Brook

OAKLAND CITY COUNCIL

Anna L. L...
City Attorney

2010 JAN 11 PM 5:27

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO AN OPERATIONAL AREA AGREEMENT WITH ALAMEDA COUNTY TO CREATE AN INTERMEDIATE LEVEL OF THE STATE EMERGENCY SERVICES ORGANIZATION THAT WILL COMPLY WITH THE STATE OF CALIFORNIA STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS) FOR THE PERIOD FROM MAY 10, 2016 THROUGH DECEMBER 31, 2025.

WHEREAS, the potential for a major catastrophe due to natural or human-caused disaster causes all government entities within Alameda County to be prepared to share resources and information among themselves as well as with the State of California in order to protect public welfare; and

WHEREAS, greater efficiency and disaster preparedness, response, recovery, and mitigation can be achieved by joining the efforts of the County of Alameda, other cities, special districts, and other public benefit non-profit corporations together in pre-disaster agreements; and

WHEREAS, the California Emergency Services Act makes reference to the "operational area" and defines it as "an intermediate level of the state emergency services organization" created to perform extraordinary functions for local governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources; and

WHEREAS, on January 11, 2006, the Oakland City Council approved Resolution No. 79704 C.M.S. which adopted the Operational Area Agreement and authorized Oakland's participation in the Alameda County Operational Emergency Management Organization; and

WHEREAS, the 2006 Operational Area Agreement expired December 31, 2015; and

WHEREAS, on May 10, 2016, the Alameda County Board of Supervisors re-ratified a new ten-year agreement and invited the cities and other political subdivisions within the county to once again participate in the Alameda County Operational Area Emergency Management Organization; now, therefore, be it

RESOLVED: That the City Council adopts the Agreement for Participation in Alameda County Operational Area Emergency Management Organization, as it was approved by the Alameda County Board of Supervisors on May 10, 2016 and authorizes the City Administrator to enter into that agreement; and be it

FURTHER RESOLVED: That the City Administrator designate, in writing, the following:

- 1) Three persons who will be provided training and orientation to the policies and procedures so that they may represent the city to the Operational Area Emergency Management Organization; and
- 2) A line of succession of officials (minimum of three persons) who are empowered to represent the city to the Operational Area Emergency Management Organization; and be it

FURTHER RESOLVED: That the City Administrator provide these two lists to the Alameda County Operational Area Emergency Management Organization within thirty (30) days of adoption of this resolution; and be it

FURTHER RESOLVED: That this agreement will be approved as to form and legality by the Office of the City Attorney and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES -

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California