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IMPACT:	There is	no additional	fiscal impa	ict associate	d with the recomme	ndation	
BOARD ACTI	ON AS FO	LLOWS:			<b>No.</b> 2003-1	145	
and approved Ayes: Supervi	by the foll sors: Paul,	owing vote, Mayfield, Grove	er, <u>Caruso, ar</u>	nd Chairman Si	nded by Supervisor		
Excused or Al Abstaining: S	bsent: Sup upervisor:	ervisors: <u>None</u> None					
1) <u>X</u> Ap	proved as	recommended					
2) De	proved as						

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1010**-**08 ATTEST:

File No.

APPROVAL TO RENEW THE AGREEMENT BETWEEN STANISLAUS COUNTY AND THE NINE INCORPORATED CITIES, FOR PARTICIPATION IN THE STANISLAUS OPERATIONAL AREA ORGANIZATION FOR ENHANCING LARGE SCALE EMERGENCY MANAGEMENT Page 2

DISCUSSION: SB1871 (Petris), legislation which resulted from the impact of the Oakland / Berkeley Hills Fire, requires each county in California to formally organize as an "Operational Area" for the purposes of enhancing large scale emergency management concepts and plans. This item is being presented for Board approval to extend the agreement between the County and its nine incorporated cities to participate together in the Stanislaus Operational Area Organization.

Government Code Article 9, Section 8605, establishes the authority of this "Operational Area" and provides the means for the appropriate parties, the County and all cities within the County, to form an "Operational Area Council" to coordinate and manage emergency management issues on behalf of public and selected private agencies within our County.

In June 1998 the "Agreement for the establishment and participation in the Stanislaus Operational Area Organization" was brought before your Board for adoption. Subsequently, the County and all nine cities have adopted the agreement which brings all participants together to more efficiently and effectively plan for future occurrences that may threaten life and property. Since September 11, 2001, the importance of an integrated platform including all agencies, jurisdictions, and disciplines has increased in importance. The value of bringing disciplines together has been evidenced by projects like the response to Exotic Newcastle Disease, preparation and implementation of the small pox vaccination program, and regional cooperation regarding the Homeland Security Grant Program.

The original agreement included a sunset clause requiring renewal of the agreement after July 1, 2002. With the expiration of the agreement, County Counsel reviewed the original agreement and their recommendations have been included in the attached document. The most significant change is extending the renewal period from four to five years. Copies of the updated document were submitted to the emergency managers of the nine cites to be returned with input from their city attorneys by September 30, 2003. There were no recommendations for further change to the agreement submitted.

It is recommended the Board approve the updated agreement and authorize the Chairman of the Board to sign the agreement.

POLICY ISSUE:

Board approval is required for implementation of this agreement. Approval of this agreement supports the Board's stated goals and priorities of multi-jurisdictional cooperation and a safe and healthy community.

## Click Here to Return to Agenda

APPROVAL TO RENEW THE AGREEMENT BETWEEN STANISLAUS COUNTY AND THE NINE INCORPORATED CITIES, FOR PARTICIPATION IN THE STANISLAUS OPERATIONAL AREA ORGANIZATION FOR ENHANCING LARGE SCALE EMERGENCY MANAGEMENT Page 3

STAFFING IMPACTS:

There is no staffing impact associated with the recommendation. The Assistant Director of the Office of Emergency Services will continue to provide staff support for this function.

## AGREEMENT FOR THE ESTABLISHMENT AND PARTICIPATION IN THE STANISLAUS OPERATIONAL AREA ORGANIZATION

This Agreement is made this ninth day of December 2003, by and between the County of Stanislaus, hereinafter referred to as "COUNTY" and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson Riverbank, Turlock, Waterford, hereinafter referred to as "CITIES."

WHEREAS, the potential for a major catastrophe due to earthquake, flood, or other disaster causes all governmental entities within Stanislaus 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, each party desires increased interagency cooperation and coordination of resources during a disaster; and

WHEREAS, this Operational Area Agreement is being entered into by the undersigned parties pursuant to California Government Code, Article 9, Section 8605; and

WHEREAS, great efficiency, planning, and response can be achieved by joining the efforts of the CITIES, special districts, and the COUNTY together in pre-disaster agreements; and

WHEREAS, The California Emergency Services Act, (Government Code Section 8550 et seq.) makes reference to the "operational area" and defines it as "an intermediate level of the state of emergency services organization" created to perform extraordinary functions for both county and city 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;

# NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PARTIES TO THE AGREEMENT:

## 1. INTENT AND PURPOSE

- A. The purpose of this Agreement is to establish a partnership between the parties to this Agreement, to develop and maintain a systematic approach for exchanging disaster information and resource requests in order to foster an effective flow of disaster information and resource requests in emergencies, to increase efficiency in the use and allocation of resources during disasters, and to provide emergency preparedness on a day-to-day basis through training and exercise activities.
- B. There is hereby created the Stanislaus Operational Area Organization (SOAO) to administer the partnership between the parties to this Agreement and to carry out the purposes of the Agreement. For such purposes, the Stanislaus Operational Area Organization shall have the authority to establish policies and procedures for the governing of the organization, and to establish guidelines for the exchange of information and resources during disasters.

C. The Operational Area Organization will provide emergency preparedness on a day-to-day basis through training and exercise activities, will develop policies and procedures for a centralized emergency response center for the purpose of exchanging disaster information and resource requests during a disaster, and will provide for a public information officer to interact with the media.

## 2. RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA FOR EMERGENCY SERVICES

The parties to this Agreement recognize an Operational Area, as that term is defined in the California Emergency Services Act (Government Code Section 8550 et seq.), which designates an intermediate level of organization, cooperation, and planning between public entities within Stanislaus County boundary. The parties agree to participate in the organizational structure, which is a planning partnership for a systematic approach for exchanging disaster intelligence and resource requests, in order to foster an effective flow of disaster information and resource requests in emergencies, and also to provide emergency preparedness on a day-to-day basis through training and exercise activities. Each of the parties to this Agreement will designate individuals to be trained to staff the Operational Area Organization. Parties to this Agreement will be eligible to participate in the consolidated purchases process outlined in the Operational Area Organization procedures. Each party to this Agreement will also designate, in writing, a line of succession of officials who are empowered to speak on behalf of the part at the Operational Area Organization.

In the event of an energy shortage emergency, the parties will act in accordance with the actions determined by the Operational Area Organization to meet such emergencies.

## 3. CONSIDERATION

The consideration and value under this Agreement are the mutual advantage of protection afforded to each of the parties under the Agreement. There shall not be any monetary compensation required or exchanged from any party to another party.

## 4. AGREEMENT STEERING COMMITTEE

An Operational Area Council is hereby established, which consists of one representative of each of the parties to this Agreement. It will be the responsibility of the Council to set the policies and procedures for the governing of the Operational Area. The Council shall approve the Operational Area Organizational structure. The chairperson of the Council shall be the Operational Area Coordinator.

## 5. TERMS OF OFFICE AND RESPONSIBILITIES

Elections to select the agency that will fill the Operational Area Coordinator (O.A.C.) role must be conducted at least once each five years. Elections may be held more frequently if a majority of the council deems necessary.

When a vacancy occurs or a term expires for a Operational Area Coordinator (agency), the Operational Area members (county, cities, districts, utilities) will call for and, if necessary, conduct an election. Notice for such an election shall be made in accordance with paragraph 10.

Operational Area Coordinator (agency) must be nominated by Operational Area members: county, cities, district, utilities.

Balloting may occur by any means deemed appropriate and reasonable by the council, including, without limitation, voice vote, secret ballots, and mailed ballots. Whenever it is apparent that a majority of those eligible to vote cannot attend an election in person, or when a majority is not present at a scheduled meeting, the Council may continue such elections to the next regularly schedule meeting or, after notice to the other Council members, may proceed by mailed ballots.

# 6. MULTI-AGENCY COORDINATION SYSTEM

The Operational Area Organization and procedures will be based on the Multi-Agency Coordination System (M.A.C.S.) originally developed by the FIRESCOPE Advisory Committee. The Stanislaus County Coordinator of Emergency Services and his/her designated alternates will act as the Operational Area M.A.C.S. Coordinator.

# 7. PROVISIONS OF FACILITIES AND SUPPORT

The COUNTY shall provide the Operations Area, Emergency Operational Center (E.O.C.) at no cost to the S.O.A.O. or its members. The COUNTY will provide E.O.C. support staff and all necessary supplies for the Operational Area Organization during actual operations and drills. All parties to this Agreement shall provide their own staff for the decision-making and operational positions of the Operational Area Organization.

## 8. TERMS OF AGREEMENT

This Agreement shall be effective from the date executed by all parties until the anniversary date of the agreement of 2008. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

# 9. 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 30 days prior written notice to the other parties in accordance with paragraph 10.

# 10. NOTICES

Any and all notices permitted or required to be given hereunder shall be in writing and shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail if delivery is by first class mail, postage paid

registered, or certified (return receipt requested) mail. Each such notice shall be sent to the individuals at the address as the respective parties may designated from time to time.

## **11. ADDITIONAL PARTIES**

Additional parties, who are public entities, including special districts within the geographical boundary of Stanislaus 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 a part of this Agreement automatically after the expiration of thirty days, following notification by the new party to all other parties in accordance with paragraph 10. Thereafter, the entity shall be considered to be a party to this Agreement unless the entity withdraws, as provided herein. However, in the event any existing party to the Agreement gives the others notice of its objection to the addition of the particular entity becoming a member to the agreement, within the thirty day notice period, the addition of such party to the Agreement shall require a two-thirds majority consent of the current member parties.

## 12. INDEMINFICATION AND HOLD HARMLESS

Each of the parties agrees to indemnify and hold the other parties harmless and waives all claims for compensation for any loss, damage, personal injury, or death incurred in consequence of the acts or omissions of the indemnifying party's own employees and agents.

## 13. NO ASSIGNMENT

No party to this Agreement may assign this Agreement. Any assignment by any party shall be null and void unless such party obtains the prior written consent of all other parties to such assignment.

## 14. PARTIAL INVALIDITY

If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue to full force without being impaired or invalidated in any way.

# 15. SALARIES, EMPLOYMENT AND WORKERS' COMPENSATION BENEFITS AND COMPLIANCE WITH LAWS

The compensation and terms of employment and Workers' Compensation benefits of each employee participating in the Operational Area Organization shall be the responsibility of the party employing the individual and each party to this agreement shall insure compliance with all safety and hourly requirements for employees in accordance with federal, state and county safety health regulations and laws.

## 16. COUNTER PARTS

This agreement may be executed or revoked simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## IN WITNESS WHERE OF THE PARTIES HERE HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

County of Stanislaus Date Ray Simon Chairman, Board of Supervisors City of Hughson Print Name: BAFT LANNER City of Modest Print Name: 5-21-041 Date of Newman Fontozig Print Name: John 6. City of Oakdak Print Name.

M. Cleve Main 3/17/04 City of Patterson Date

Print Name: <u>M. [LEVE MORKUS</u>

City of Riverbard

Print Name: Kich Ard P. Holmer

City of Ceres Date

Print Name:

City of Turlock

Ker

TEVEN Print Name

City of Waterford Print Name: HARISO URNE

# APPROVED AS TO FORM ONLY

old 12 By . DEAN WRIGHT

Deputy County Counsel

	FY03 State Homeland	curity, Office for Domestic Preparedn 1 Security Grant Program Part II redness Application for Assistance						
Applicant (County)	Stanislaus County							
	Cont	act Information						
Name/Title	Gary Hinshaw, Asst. Director of Emergency Services / Fire Warden							
Area Code/Office Telephone Number	(209) 552-3600	E-Mail Address <u>hinshawg@mail.co</u>	o.stanislaus.ca.us					
Equipment Amount Requ	uested \$ <u>989,240.28</u>	Planning Amount Requested	\$56,480.45					
		Admin. Amount Requested	\$33,888.27					
Exercise Amount Reques								

## Statement of Certification - Approval Authority

By signing below, I hereby certify that the enclosed application represents the Approval Authority body's concensus on the Operational Area's State Homeland Security Grant needs. (note: only the five voting members of the Authority need sign this certification.)

Position/Designee	1 Signature	Printed Name	Title
County Public Health Officer	14 Wall Sms	John Walker	<u>Dr.</u>
County Fire Chief	May 12	Gary Hinshaw	Fire Warden
Yunicipal Fire	225	James L Miguel	Fire Chief
Sunty Sheriff	that alend	<u>Les Weidman</u>	Sheriff
Chief of Police	Roy W. Upsdu	Roy Wasden	<u>Chief</u>

## Certification and Signature of Authorized Agent

I am the duly appointed Authorized Agent and have the authority to apply for this grant and submit this application on behalf of the Operational Area. 11.0

Signature Som H

Printed Name	Gary Hinshaw
Date	June 12, 2003

Mailing Address <u>3705 Oakdale Road</u> City <u>Modesto</u>

Zip <u>95350</u>
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	For OHS use ONLY	
Application reviewed/Grant a	ward approved by: Name	Date
Grant Performance Period: OES ID #	_ Catalog of Federal Domestic Assistance #16.00	7 Award #

## FY03 State Homeland Security Grant Program Part II Stanislaus County Grant Program Narrative

## **Problem Statement**

Stanislaus County is located in the northern San Joaquin Valley of California. It encompasses approximately 1680 square miles, is home to nine cities, and is situated approximately 80 miles East of San Francisco and the greater bay area as well as 80 miles south of Sacramento, our state capitol. Stanislaus County enjoys a sizable industrial and business base that is well supported by six highway systems, three railroads and a commercial airport in the City of Modesto. Although Stanislaus County is quite diverse in its economic base, its foundation continues to be in agriculture and agricultural based business and industry.

In 2001 the top five agricultural commodities in the county accounted for \$1.3 billion in revenue making our area one of the top producers and providers of dairy products, poultry products, vegetables and nuts in California. Due to this, the threat to agriculture and the agricultural economy in Stanislaus County represents a major threat to our area. The result of our risk assessment prepared for the FY 1999 State Domestic Preparedness Equipment Program indicated that the most likely threat would be directed toward departments within, or at, the seat of local government. In Stanislaus County, the City of Modesto and the county share a highly visible, multi-story administration facility from which both jurisdictions' elected and appointed policy level representatives, as well as most key departments, operate. The risk assessment further concluded that the possibility of some type of explosive attack at this location was the most probable scenario from the perspective of a domestic terrorism threat, specifically the disruption of government functions and operations.

Our agriculture base lends itself to heightened risk from international and domestic special interest groups threats, however, our primary risk target is centered on our government facilities. This proposal is focused on our original risk and threat assessment, and will augment our equipment and capabilities in the appropriate areas within the scope of the State Domestic Preparedness Equipment Program.

## **Priorities**

Members of the Operational Area Council, representing County OES, Law Enforcement, Fire, EMS, Public Health and HazMat, met and prepared and presented recommendations and objectives to the Approval Authority based on their agency's needs assessments. The Approval Authority reviewed and approved the Operational Area's recommendations.

The priorities established for the equipment recommendations are consistent and built upon the purchases previously submitted and approved through the State Equipment Grants and Part I of the Homeland Security Grant. Priority has been given to communication, detection, and decontamination equipment to be utilized by First Responders throughout the Operational Area.

The planning/administration and exercise priorities place emphasis on the completion of the Operation Area needs assessment and strategy with an emphasis on training exercises designed for first responders and emergency managers for the purpose of familiarizing them with the specific threats identified in the needs assessment and mitigate an attack.

#### Exercises

The FY 1999 Needs Assessment proposes an escalating program of equipment acquisition, training and event simulation built from our existing hazardous materials capability, to a cross-functional, multidiscipline regional response program. Our multi-jurisdictional approach and regional concept support the California and local mutual aid agreements. The threat listed most likely for Stanislaus County consists of

## FY03 State Homeland Security Grant Program Part II Stanislaus County Grant Program Narrative

a chemical attack upon a joint government administration building. This same threat could also be accomplished by a biological agent or explosive.

In conjunction with FY 99 Needs Assessment, and current Operational Area Needs Assessment due September 30, 2003, we are proposing to conduct two exercises for the purpose of testing our strategic plan to see if it meets stated goals, and to determine deficiencies that may occur. The results of the information gleaned from these exercises will allow us to take corrective actions and update our Strategic Plan. One of the exercises will focus on first responders, and the other will focus on emergency managers.

- > Exercises will be designed to test the overall functionality of our Strategic Plan
- > Two exercises will be conducted prior to the end of the Grant performance period
- County OES, Law Enforcement, Fire, Public Health, EMS, and HazMat, public and private partners throughout Stanislaus County and its nine cities will participate in these exercises

## **Training**

Training funds will be utilized to allow local first responders to attend approved courses in the ODP WMD Training Course Catalogue. The funds will be used for overtime costs and backfill. This funding will also be used to enable State and local experts to develop training for first responders in the area of Agricultural Terrorism response, preparedness, and mitigation.

## Planning/Administration

World events occurring after the FY 99 Needs Assessment, specifically September 11, 2001, dictate the necessity of updating and revising this Assessment. The threat of terrorism and the use of Weapons of Mass Destruction is more prevalent now than in 1999 requiring an update of our Operational Area Needs Assessment and Strategy.

First responders and emergency managers from Stanislaus County and its nine cities will be invited to participate in evaluating and updating the FY 99 Needs Assessment. The update of the Needs Assessment will be completed in a three-step process:

- 1. Conduct training sessions for local personnel to ensure accurate completion of the needs assessment;
- 2. Integrate our local needs assessment with the State Strategic Plan as it relates to Homeland Security;
- 3. Complete local needs assessment by September 30, 2003.

# Budget Detail Worksheet - Equipment

County\_Stanislaus\_\_

#### 3HSGP 03 Part II 3udget Detail Worksheet - Equipment

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# Budget Detail Work،مبلود - Equipment

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# Click Here to Return to Agenda

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County Stanislaus

Page 2 of 2