

RESOLUTION NO. 2011-179

Adopted by the Sacramento City Council

March 29, 2011

AGREEMENT: SACRAMENTO URBAN SEARCH & RESCUE (US&R) TASK FORCE MOBILIZATION EXERCISE AND TRAINING WITH THE CALIFORNIA FIRE & RESCUE TRAINING AUTHORITY (CFRTA)

BACKGROUND

- A. Under City Contract No. 2009-0434 (between three organizations: the Sacramento Fire Department, the State of California, and the U.S. Department of Homeland Security ("DHS") acting through the Federal Emergency Management Agency ("FEMA")), City Council approved the Sacramento Fire Department's participation as sponsoring agency for the California Task Force Seven (CA TF-7), US&R (Urban Search and Rescue) Team.
- B. In this capacity, the Sacramento Fire Department agrees to facilitate and provide training to the task force members of CA TF-7, which includes mobilization exercise and training.
- C. The budget cost for the exercise is set at \$100,000. State of California Governor's Emergency Management Agency ("CAL EMA") through CFRTA (the California Fire & Rescue Training Authority) has allocated \$100,000 to cover the total costs of this exercise and training.

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

- Section 1. The Interim City Manager, or his designee, is hereby authorized to execute the agreement, attached hereto as Exhibit A and incorporated by reference, with the CFRTA for the Sacramento US&R Task Force mobilization exercise and training.
- Section 2. Approve a one-time increase to the Fire Department General Fund revenue and expenditure budgets in the amount of \$100,000 each for the US&R Task Force mobilization exercise and training project.

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Exhibit A Agreement with CFRTA

Adopted by the City of Sacramento City Council on March 29, 2011 by the following vote:

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

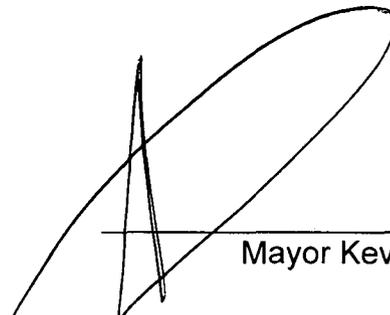
Noes: None.

Abstain: None.

Absent: None.

Attest:


Shirley Concqlino, City Clerk



Mayor Kevin Johnson

**AGREEMENT FOR TASK FORCE MOBILIZATION EXERCISE
AND TRAINING**

This Agreement is made on the last date written below between the California Fire and Rescue Training Authority (hereafter, "CFRTA"), a California Joint Powers Authority duly formed pursuant to Government Code §§ 6500 et seq., and the Sacramento Fire Department (hereafter, "Department") on behalf of the City of Sacramento.

Recitals

WHEREAS CFRTA is desirous of having a mobilization exercise for the Urban Search and Rescue (hereafter, "US&R") Task Forces sponsored by the Department;

WHEREAS the Department has the wherewithal and has arranged to conduct training exercises on May 23-27, 2011 at facilities selected by the Department; and

WHEREAS the California Governor's Emergency Management Agency ("CAL EMA"), as a member agency of CFRTA, has allocated specific funding to CFRTA for the purposes of conducting these mobilization exercises.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. The Department will conduct a mobilization exercise for the US&R Task Forces.
2. At a minimum, the exercises will train and be evaluated on the following areas:
 - Alert and notification
 - Task Force leader
 - Task Force movement by ground transportation
 - Local government interface
 - Search evaluation
 - Base operations
 - Decontamination of search & rescue personnel
 - Food and water provisioning
 - Communications section operations
 - Evaluation of administrative section
 - Planning section
 - PIO
 - Safety
 - Safety Officer
 - Evaluation of
 - Technical information section
 - Operation section
 - Technical search
 - Canine search
 - Rescue
 - Medical section

3. The Department will submit a budget for the exercise to the CFRTA at least 30-days prior to commencement of the exercise for approval in writing by the CFRTA.
4. Exercise budgets submitted by the Department pursuant to paragraph 3, above, may include, but not limited to expenditures for: administrative costs, personnel, expendable or consumable items, transportation of task force personnel, sanitation facilities, fuel, food, potable water, and communications.
5. Any costs incurred and contracts entered into to fulfill this Agreement must be consistent with the federal, state, and local laws applicable to the Department.
6. A total sum of One Hundred Thousand dollars (\$100,000) has been allocated for use by the Department for accomplishing the objects identified in paragraphs 1 and 2 of this section.
7. For the purposes of this agreement, "Administrative Costs" mean those expenses incurred by Department for personnel expenditures that are associated with the planning, preparation, and managing of the exercise.
8. The Department agrees to invoice CFRTA for costs associated with providing mobilization exercise as specified in paragraphs 4 and 5 of this Agreement within sixty (60) days of the commencement of the exercise. To allow for collection of payroll cost from all parties that participated.
9. CFRTA agrees to pay the Department for all costs incurred consistent with this Agreement not to exceed the \$100,000 identified in paragraph 6 within 30 days of receipt of invoice.
10. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.
11. This Agreement shall not create between the parties a joint venture, partnership, or any other relationship of association. Nothing in this Agreement shall be construed or deemed to create the relationship of employer/employee or principal/agent as between CFRTA and the Department.
12. Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.
13. The CFRTA shall assume the responsibility and liability for, and the CFRTA shall indemnify, defend, and hold harmless, the City of Sacramento ("City"), its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the City or its agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the CFRTA or any of its agents, officers or employees in its or their performance of services hereunder.

14. The City shall assume the responsibility and liability for, and the City shall indemnify, defend, and hold harmless the CFRTA, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the CFRTA or its agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the City or any of its agents, officers or employees in its or their performance of services hereunder.
15. The provisions contained in paragraphs 13 and 14 of this Agreement include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of the City or the CFRTA, or any of their agents, officers, or employees in its or their performance hereunder.
16. 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.
17. Waiver of any breach of, or default under, this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
18. This Agreement contains all of the terms and conditions as agreed upon by the parties, and supersedes any and all oral or written communications by and between the parties.
19. Neither party may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
20. If any term, covenant, or condition of this Agreement is held to by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.
21. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed.
22. The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.
23. The undersigned agree to be bound by the terms of this agreement and are authorized to sign this agreement on behalf of their respective department or agency.

Approved and Reviewed by:

_____ Date: _____
Legal Counsel

By: _____ Date: _____
California Fire and Rescue Training Authority

By: _____ Date: _____
Sacramento Fire Department

By: _____ Date: _____
City Attorney

02/28/11