



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www.CityofSacramento.org

Consent
May 11, 2010

**Honorable Mayor and
Members of the City Council**

Title: MOA with the County of Sacramento for the Management and Maintenance of the Shared City and County Emergency Operations Center (EOC)

Location/Council District: Citywide

Recommendation: Adopt a Resolution authorizing the City Manager or designee to enter into a Memorandum of Agreement with the County of Sacramento for the management and maintenance of the City and County emergency operations center.

Contact: Jason Sirney, Emergency Services Coordinator, 874-2283

Presenters: Not Applicable

Department: Office of Emergency Services

Division:

Organization No: 02001061

Description/Analysis

Issue: The City of Sacramento and the County of Sacramento have been sharing an EOC since 1995 in recognition of the importance of coordinated management of emergencies within the City and the County. In 2007 the EOC moved to McClellan Building 600, where, funded by Homeland Security grants, a state of the art Emergency Operations Center had been included in a renovation of a facility to establish a Homeland Security and Emergency Management Training Center. Both the County and City of Sacramento Offices of Emergency Services moved into office space in Building 600 adjacent to the EOC. EOC management and maintenance has always been a responsibility of the emergency management program and the Office of Emergency Services (OES) has provided for day-to-day management and maintenance of the Building 600 EOC.

Additionally in 2007, the separate County and City of Sacramento OES offices informally merged to streamline operations and maximize minimal staffing resources. The merger fostered a unified approach to emergency management issues and has provided for a consistent and simplified management of the EOC. Costs for

maintenance of the Building 600 EOC have been informally shared with the County of Sacramento since then. A properly prepared and ready EOC is critical to facilitate coordinated response and recovery efforts when faced with major emergencies.

Policy Considerations: The memorandum of Agreement formalizes the long standing sharing of the EOC between the City and County and serves as the basis for establishing the criteria for how they will share responsibility for the EOC and a cost sharing requirement that authorizes billing of EOC costs. This Agreement will improve the overall management of the shared EOC and enhance EOC response readiness. The County of Sacramento Board of Supervisors approved a similar resolution authorizing the County Executive Officer to execute the agreement.

Environmental Considerations:

California Environmental Quality Act (CEQA): This activity is not subject to CEQA as it does not constitute a “project” and is exempt from the California Environmental Quality Act according to Section 15601 (b)(3) of the CEQA guidelines.

Sustainability Considerations: Not applicable

Other: Not applicable

Commission/Committee Action: Not applicable

Rationale for Recommendation: This Memorandum of Agreement formalizes and assigns responsibility for management, use and maintenance of the EOC and for cost sharing between City of Sacramento and the County of Sacramento. The Memorandum of Agreement confirms the management and maintenance of the EOC as one of the core missions and primary responsibilities of the Office of Emergency Services. The Memorandum of Agreement establishes a cost sharing requirement between Sacramento County and the City of Sacramento for costs associated with managing and maintaining the EOC and describes what those costs include, and it authorizes payment of EOC costs with the County of Sacramento where appropriate. The City and the County will mutually approve costs associated with the management and maintenance of the EOC.

Financial Considerations: Current costs associated with the City’s portion of the maintenance and management of the EOC are included in the Office of Emergency Services operating budget.

Emerging Small Business Development (ESBD): Not applicable

Respectfully Submitted by: M. J. Sirney
for Jason Sirney, Emergency Services Coordinator

Approved by: Rick Martinez
Rick Martinez, Director Office of Emergency Services

Recommendation Approved:

for Gus Vina
Gus Vina
Interim City Manager

Table of Contents:

Report	pg. 1
Attachments	
1 Background	pg. 4
2 Resolution	pg. 5
3 Agreement	pg. 6

Attachment 1**Background**

The Emergency Operations Center serves as the central point of coordination to ensure the City is able to respond to large emergencies. All departments, agencies and organizations providing a role in the response coordinate their activities within the EOC to develop an effective and efficient response. These activities include developing consistent goals and objectives, managing and acquiring resources required to responding to the event, coordinating the critical information provided to the public and coordinating the efforts of field based incident command structures.

Since 1995 the City of Sacramento and the County of Sacramento have operated the EOC in a joint environment further enhancing the response coordination between both jurisdictions. In 2007 the joint EOC moved into a permanent facility at the former McClellan Air Force Base. Additionally, both the City and County Offices of Emergency Services have located their office space at the same facility. Prior to this time the EOC was hosted at various locations such as community centers and had to be set up for operation each time causing delays in activation.

This report recommends authorizing the City Manager to enter into a MOU with the County of Sacramento to formalize the long standing arrangement of sharing the management and maintenance of the cost for the joint EOC.

Attachment 2

RESOLUTION NO.

Adopted by the Sacramento City Council

MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SACRAMENTO

BACKGROUND

- A. During large-scale emergencies coordination of incident activities, resources management, public information coordination and dissemination occur at the Emergency Operations Center (EOC).
- B. The City and County desire coordination in the planning of critical emergency preparedness and the operation of an Emergency Operations Center, and have been operating a Joint Emergency Operations Center for a number of years.
- C. The management and maintenance of this Joint Emergency Operations Center is critical to successful management of any major event within the City and County.
- D. The City and County desire to establish an Agreement for management and maintenance of the Emergency Operations Center and share costs.
- E. The City and County desire to maintain and manage their shared Emergency Operations Center in a reciprocal fashion and mutually approve costs.

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

- Section 1. The City Manager, or designee, is authorized to enter into a memorandum of agreement with the County of Sacramento for the purposes of defining the shared management and maintenance of the shared City and County Emergency Operations Center (EOC) and establishing a cost sharing agreement for costs related to EOC management, maintenance and readiness.

Attachment 3

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

This Agreement is entered into this ____ day of _____, 2010, by and between the COUNTY OF SACRAMENTO ("County") and the CITY OF SACRAMENTO ("City").

RECITALS

WHEREAS, the City and County desire coordination in the planning of critical emergency preparedness and the operation of an Emergency Operations Center, and have been operating a Joint Emergency Operations Center at various locations; and

WHEREAS, the City and County have established a new state of the art Emergency Operations Center located at the McClellan Building 600 Homeland Security and Emergency Management Training Center; and

WHEREAS, the maintenance of this Joint Emergency Operations Center is critical to the successful management of any major event within the City and County; and

NOW, THEREFORE, in consideration of their mutual covenants, conditions, and representations, this Agreement provides for the sharing of the management, operation and related expenses associated with the Emergency Operations Center, the parties hereto agree as follows:

1. **PROVISION OF FACILITY MANAGEMENT AND OVERSIGHT.** The County Office of Emergency Services shall provide for daily management and oversight of the facility and ensure its continued state of readiness. The Chief of the County Office of Emergency Services shall conduct an annual review of the effectiveness and operation of the Emergency Operations Center and provide concurrently to the City Manager and County Executive recommendations on the structure, staffing, activities and potential budgetary modifications necessary to maintain and operate the Emergency Operations Center. Such recommendations shall be produced in conjunction with the annual budget request.

The County Office of Emergency Services shall provide a scheduling process to ensure the availability of the Emergency Operations Center to provide City and County staff the opportunity to participate in training and exercises. Both the City and County will have access to the Emergency Operations Center to use as a coordination center for their respective operations when an emergency situation warrants the activation of the Emergency Operations Center or during periods of increased readiness or monitoring of a potential emergency situation if the circumstances warrant pre-activation staffing.

Nothing in this Agreement shall prohibit the City or County from activating the Emergency Operations Center independently.

2. **SCOPE OF AGREEMENT.** The scope of this Agreement shall include:
- (a) to provide and maintain the computers, network and work stations.
 - (b) to provide and maintain the phone, data and other communication capabilities necessary to reasonably ensure the ability to communicate during a major incident.
 - (c) to provide for other supplies and services necessary to maintain and operate an Emergency Operations Center
 - (d) to provide for the scheduling and use of the Emergency Operations Center

3. **ALLOCATION OF COSTS FOR EMERGENCY OPERATIONS CENTER.** The cost of the routine maintenance and operation of the Emergency Operation Center shall be borne by the County and shared equally between the City and the County. The County shall invoice the City for one-half of the cost. If the City provides any of the required services or supplies set forth by the Chief of the County Emergency Services Office in the Emergency Operations Center maintenance and operations budget plan, fifty percent (50%) of the cost of said service and supplies shall be deducted from the City's reimbursement (payment).

4. **INVOICING AND PAYMENT.** The County shall submit invoices to the City at least annually. City shall pay such invoices within thirty (30) days of receipt.

5. **TERM AND TERMINATION.** The term of this Agreement shall commence on the date of approval and shall remain in effect unless terminated earlier as set forth below. Either party may terminate this Agreement by providing 180 days written notice of termination to the other party.

6. **NOTICES.** All notices and other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (a) served personally on the party to whom notice is to be given; (b) sent by electronic mail, and the party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class mail, postage prepaid, and properly addressed to the designated representative of the parties set forth below. A party may notify the other party in writing of a change in its designated representatives, without requiring an amendment to this Agreement.

TO COUNTY: County Executive
County of Sacramento
700 H Street, Suite 7650
Sacramento, CA 95814

TO CITY: City Manager
City of Sacramento
915 I Street, 5th Floor
Sacramento, CA 95814

7. **SIGNATORIES' AUTHORITY.** The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the party on whose behalf they execute this Agreement.

8. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts by the parties, each of which will be deemed to be an original, and all of which together will be deemed to one and the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a party as if fully executed all in one copy.

9. **AMENDMENTS.** This Agreement may be amended or modified only by a subsequent written agreement approved and executed by the parties.

10. **CONSTRUCTION AND INTERPRETATION.** This Agreement is entered into freely and voluntarily. This Agreement has been arrived at through negotiation, and each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

11. **COMPLETE CONTRACT.** This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement, except as to those other agreements that are expressly referred to in this Agreement.

12. **WAIVER.** The waiver at any time by a party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any other default or matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of the year first written above.

Gus Vina, Interim City Manager

Steven C. Szalay,
Interim County Executive

Approved as to form:

Approved as to form:

Senior Deputy City Attorney

Deputy County Counsel

Attest:

Attest:

City Clerk

Clerk of the Board