



**COUNTY OF SAN MATEO
DEPARTMENT OF EMERGENCY MANAGEMENT**



Emergency Services Council Finance Committee Meeting

****IN-PERSON WITH REMOTE PUBLIC PARTICIPATION AVAILABLE****

August 22, 2024 4:00 PM – 5:00 PM

**Regional Operations Center
501 Winslow Street, Redwood City CA 94063**

Join Zoom Meeting

<https://smcgov.zoom.us/j/99869590056?pwd=WFB0SE5aUjZzdHpHZ0FJTCTYN0NmZ09>

Meeting ID: 998 6959 0056

Passcode: 3634790

Dial by your location

+1 669 900 6833 US (San Jose)

AGENDA

- | | |
|---|----------|
| 1. Roll Call | Chair |
| 2. Public Comments, Correspondence (Clerk), Announcements | Clerk |
| 3. Action to Set Agenda and Approve Consent Agenda Items | Chair |
| 4. Joint Exercise of Powers Agreement Update | Director |
| 5. All-Hazards Countywide Evacuation Plan Update | Director |
| 6. Round Table | Director |

Consent Items:

All items on the consent agenda are approved by one action unless a request is made at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent agenda.

- Approval of May 1, 2024 Finance Committee meeting minutes

- | | |
|--|-------|
| 7. Announcement of new ESC meeting: January 30, 2025 @ 4:00PM – 5:00PM | Chair |
| 8. Adjournment | Chair |

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact the Agenda Administrator of the Emergency Services Council at least 2 working days before the meeting at (650) 363-4790 and/or DEM_DutyOfficer@smcgov.org. Notification in advance of the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical based products.



**COUNTY OF SAN MATEO
DEPARTMENT OF EMERGENCY MANAGEMENT**



**Emergency Services Council Finance Committee
Meeting Minutes
May 1, 2024**

This meeting was called to order at 11:07 A.M. by Council Chair Warren Slocum.

I. Roll Call

County of San Mateo	Council Chair Slocum
Daly City	Council Member Sylvester
Hillsborough	Council Member Chuang
San Bruno	Council Vice Chair Medina

Attending Agency Representatives:

- Deputy County Executive Ely, County Executive’s Office
- Director Dhapodkar, Department of Emergency Management
- Clerk of the Committee Cosgrave, Department of Emergency Management
- Mr. Leach, County Fiscal Office
- Mr. Wong, County Attorney Office
- Legislative Aide Castoria, Office of Supervisor Slocum
- Secretary of the Committee Foiles, Department of Emergency Management (online)
- Ms. Ye, Department of Emergency Management
- Ms. Mak, Department of Emergency Management
- Ms. Pape, Department of Emergency Management

II. Approval of the Agenda

- Approved without objection

III. Approval of the minutes

- Approved without objection

IV. Public Comments, Correspondence, Announcements

- None

V. Regular Agenda

- Review and discussion of recommended FY 24-25 budget.
 - Director Dhapodkar worked alongside the County Fiscal Office to refine the FY 24-25 budget to ensure the budget items were in the appropriate categories according to the Council’s advice.
 - Hillsborough asked if the 7.7% ESC Trust budget reflected on the graph represented the entire reserve. Director Dhapodkar clarified that the 7.7% budget represents the amount allocated for the approved projects.

- (a) Director Dhapodkar discussed the FY 24–25 ESC-JPA approximately \$3.8M.
- (b) The Trust Fund balance is currently \$1,345,754 with an approved deduction of \$200,000 for the vehicle purchases. The estimated FY 24–25 beginning value will be at \$1,145,754.
- The FY 24 – 25 ESC–JPA expenses will be approximately \$3.8M.
 - (a) Major expense categories include Hazmat Services & Environment Health, personnel, facilities, and programs.
 - (b) Director Dhapodkar was asked previously why the FY 24-25 budget went from approximately \$3.1M to approximately \$3.8M. She clarified that the majority of the increase resulted from including the Grants and Trust Fund-supported programs.

VI. Director’s Report

- DEM will be hiring to fill four positions.
 - Alert and Warning Position - funded by Measure K.
 - Community Outreach - funded by Measure K.
 - Coastside Coordinator - funded by Measure K.
 - Grant Administrator (2-year position) - funded by Net County Cost.

VII. Member’s Report

- Council Chair Slocum: Announced that there would be a Pillowcase Project on June 2nd at North Fair Oaks Library for K-3rd grade students. There will be an AMR ambulance and fire truck on site. Children will decorate a pillowcase to fill with items that they would bring if they had to spend a night at a shelter. There will also be games, such as “How to call 9-1-1.”
- Daly City: Nothing to report.
- Hillsborough: Nothing to report.
- San Bruno: Nothing to report.

VIII. Adjournment

- The meeting was adjourned at 12:10 pm.



COUNTY OF SAN MATEO
DEPARTMENT OF EMERGENCY MANAGEMENT

Dr. Shruti Dhapodkar
Director

County Government Center
501 Winslow Street
Redwood City, CA 94063
(650) 363-4790
sdhapodkar@smcgov.org
www.smcgov.org/dem

Date: August 22, 2024

To: Emergency Services Council-Joint Power of Authority Finance Committee

Cc: Adam Ely, Deputy County Executive

From: Dr. Shruti Dhapodkar, Director

Subject: Recommended Changes to the Joint Exercise of Powers Agreement

The Emergency Services Council (ESC) last revised and restated the Joint Exercise of the Powers Agreement (“Agreement”) on October 17, 2014. As the Agreement is only updated on an as-needed basis, it has become outdated due to significant changes within the Department of Emergency Management (DEM) when the DEM became a standalone office from the Sheriff’s Office.

To accurately reflect the current responsibilities of the DEM and the ESC, the DEM has determined that a revision is necessary.

Key changes to the Agreement are highlighted in **green**. Notable updates to the Agreement include:

- Standardizing nomenclature usage;
- Updating agreement language; and
- Clarifying and defining the roles of the ESC, the ESC Finance Committee, and the DEM.

The DEM recommends that the ESC adopt the newly drafted Agreement to finalize these updates.

The DEM has provided a sample memo to Member Agencies to inform their city or town council and attorneys of the changes to the Agreement.



COUNTY OF SAN MATEO
DEPARTMENT OF EMERGENCY MANAGEMENT

Dr. Shruti Dhapodkar
Director

County Government Center
501 Winslow Street
Redwood City, CA 94063
(650) 363-4790
sdhapodkar@smcgov.org
www.smcgov.org/dem

Date: August 22, 2024
To: <City/Town Name Councilmembers and City Attorneys>
Cc: <City/Town Contacts>
From: <Member Agency>
Subject: Recommended Changes to the Joint Exercise of Powers Agreement

The Emergency Services Council (ESC) last revised and restated the Joint Exercise of the Powers Agreement (“Agreement”) on October 17, 2014. As the Agreement is only updated on an as-needed basis, it has become outdated due to significant changes within the Department of Emergency Management (DEM) when the DEM became a standalone office from the Sheriff’s Office.

To accurately reflect the current responsibilities of the DEM and the ESC, the DEM has determined that a revision is necessary.

Key changes to the Agreement are highlighted in **green**. Notable updates to the Agreement include:

- Standardizing nomenclature usage;
- Updating agreement language; and
- Clarifying and defining the roles of the ESC, the ESC Finance Committee, and the DEM.

As a Member Agency of the ESC, we recommend that the <City/Town name> approve the newly drafted Agreement to finalize these updates.

**Second Revised and Restated
Joint Exercise of Powers Agreement
San Mateo County Operational Area Emergency Services Organization**

THIS JOINT POWERS AGREEMENT (“Agreement”) is made as of the Effective Date by and between the public entities set forth below, creating the San Mateo County Operational Area Emergency Services Organization Authority (“Organization”), also known as the **Emergency Services Council** (“ESC”).

Each public entity executing this Agreement shall be referred to individually as a “Member Agency,” with all referred to collectively as “Member Agencies.”

RECITALS

Whereas Member Agencies have established a unified emergency services organization by forming the Organization; and

Whereas the Member Agencies agree that the purpose of this Organization will be to operate pursuant to Presidential Policy Directive 5 (PPD-5), the National Response Framework, National Incident Management System (NIMS), Presidential Policy Directive 8 (PPD-8), the National Preparedness Goal (NPG) and California’s Standardized Emergency Management System (SEMS) and local adopted Emergency Operations Plans (EOPs) and Annexes.

Whereas the Member Agencies agree that the participants within this Organization may include all local governments within the geographic area of San Mateo County (SMC), special districts, unincorporated areas, and participating non-governmental entities; and

Whereas the Member Agencies agree that the goal of the Organization is to provide coordinated plans for the protection of persons and property based on the phases of emergency management; and

Whereas the Member Agencies have the authority to enter into this Agreement under the Joint Exercise of Powers Act (“JPA Act”), California Government Code Section 6500 *et seq.*

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Member Agencies as herein contained, the Member Agencies agree as follows:

Article I - GENERAL PROVISIONS

1.01 Purpose

This Agreement creates an entity to exercise the powers shared in common by the Member Agencies to engage in SMC OA cooperative **planning with respect to all phases of the emergency management cycle: preparedness, mitigation, response, and recovery.** Such purposes are to be accomplished and the Members Agencies’ common powers exercised as set forth in this Agreement.

August 16, 2024

1.02 Creation of Authority

Pursuant to the JPA Act, the Member Agencies hereby reaffirm the creation of an entity to be known as the Organization or ESC. The Organization will be comprised of Member Agencies. The Organization shall be a public entity separate and apart from the Member Agencies. The geographic jurisdiction of the Organization is all territory within the geographic boundaries of the Member Agencies; however, the Organization may undertake any action outside those geographic boundaries as is necessary and incidental to accomplishing its purpose.

1.03 Membership in the Organization

Membership in the Organization is limited to public entities, as defined by the JPA Act, located or operating within SMC that have approved and executed this Agreement, and contributed resources of any kind toward establishing and supporting the Organization (including, but not limited to financial, personnel, equipment, or other resources) as approved by the ESC.

1.04 Participating Members/Partners in the Organization

The DEM will establish standards for emergency management practices within the SMC OA, which Member Agencies in the Organization will follow.

Participation in the Organization is intended to ensure cooperative emergency planning and response; all participating Member Agencies and partners are expected to attend all regular and special meetings of the ESC, encourage active participation by their jurisdictions in the development of plans and training programs, drills, exercises and training opportunities, and otherwise assist in supporting the implementation of this Agreement.

1.05 Powers of the Organization

The Organization may purchase, lease, own and/or dispose of property and equipment and enter into contract(s), as required to satisfy the purposes of this Agreement. The Organization may employ agents and/or employees, operate works and improvements, sue and be sued in its own name, and invest surplus funds.

Article II – GOVERNANCE

2.01 Composition of the Organization

The Organization shall be administered by the ESC consisting of the following members:

- a) The Chair of the Organization shall be a representative from the Board of Supervisors. The Chair of the Organization shall be appointed by the President of the Board of Supervisors.
- b) The mayor of each city **or town** in the County, or the mayor's designated representative, with the understanding that any representative shall be member of the City Council of the city whose mayor they are representing.
- c) A Vice-Chair shall be selected by the ESC.

2.02 General Purpose of the Organization

The general purpose of the Organization is to:

- a) Provide structure for administrative and fiscal policies and procedures;
- b) Identify and pursue funding sources;
- c) Set policy;
- d) Maximize the utilization of available resources; and
- e) Oversee all committee activities.

2.03 Specific Responsibilities of the ESC

The specific responsibilities of the ESC shall be as follows:

- a) To review and recommend adoption by the Board of Supervisors and City Councils of each City, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements, in addition to the basic agreements as deemed necessary to carry out the purpose of the Organization.
- b) To approve an annual budget in an amount necessary to carry out the purposes of the Organization. Upon review and approval of the annual budget by the ESC, each Member Agency shall recommend the budget to the governing body of the Member Agency to secure from each the appropriation consistent with each Member Agency's identified allocation (via Budget Sheets.)
- c) Each Member Agency's Executive Officer shall identify and designate at the beginning of each fiscal year, a local coordinator for regular participation in the San Mateo County Emergency Managers Association (SMC EMA) and work alongside the DEM. Should the identified Coordinator change at any time during the year, the Member Agency shall advise the DEM within 30 days.
- d) If a Member Agency participates in a contract relationship for the provision of emergency services, it is still required to name a local emergency coordinator to the EMA who will assure the continuity of communication between the Member Agency, the DEM and the Organization.

2.04 Meetings of the Organization.

- a) **Regular Meetings:** The ESC shall approve a schedule for its regular meetings provided, however, the ESC shall hold at least four meetings in one calendar year. The ESC shall fix the date, hour, and location of regular meetings by resolution and the Secretary shall transmit a copy of the resolution to each Member Agency at the first meeting of the fiscal year. By the approval of the Chair, Vice Chair, or the Department of Emergency Management Director ("DEM Director"), meetings can be canceled due to extenuating circumstances, which include, but are not limited to lacking agenda items.
- b) **Agenda Setting** - The agenda shall be set by the Chair, Vice Chair, and the DEM Director.
- c) **Special Meetings:** Special meetings of the ESC may be called by the Chair, a majority of the ESC or the DEM Director. Special meetings will be held in accordance with the Ralph M. Brown Act ("Brown Act"), California Government Code section 54950 et seq.
- d) **Call, Notice and Conduct of Meetings:** All meetings of the legislative body of the ESC shall be noticed and held in accordance with the provisions of the Brown Act. As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member Agency. Any Member Agency may request that an item be considered for placement on the Agenda by submitting the request to the DEM Director.

- e) Meetings of the ESC shall be conducted by the Vice-Chair in the absence of the Chairperson. In the absence of both Chair and Vice-Chair, the meeting shall be chaired by a member of the ESC selected by a majority vote of the ESC.

2.05 Minutes

The Secretary of the Organization shall cause to be kept a digital recording of each meeting, which shall be posted on the DEM Website. The Secretary will create brief summary written minutes for approval by the ESC. Once the minutes have been approved by the ESC, the minutes will be posted on the DEM website.

2.06 Voting

All power of the Organization shall reside with the ESC. Each Member Agency shall have one vote. A Member Agency's alternate representative may participate and vote in the proceedings of the ESC only in the absence of that Member Agency's regular representative. No absentee ballot is permitted.

2.07 Quorum; Required Votes; Approvals

A quorum of the ESC is a majority of the representatives of the Member Agencies of the Organization. If the number of Member Agencies is an even number, a majority is fifty percent of the Member Agencies, plus one. The ESC may not take any substantive action without a majority of the Member Agencies voting to take that action. Action on non-substantive procedural matters may be taken by a majority of a quorum.

Article III – PARTICIPATING PARTNERS, EMPLOYEES AND ADVISORY COMMITTEES

3.01 Participating Partners

Participating Partners include representatives of the following organizations that operate within the geographic area of SMC: schools, colleges, special districts, non-profits, trade associations, utilities, hospitals as well as joint power and other authorities.

Written requests for participation by an entity and appointment of a representative shall be directed to the Chair and will be submitted to the ESC for approval. To ensure clarity and preparedness for the approved meeting attendance and participation requests, the Participating Partner representative will receive for the approved session: a meeting invitation, the meeting agenda, and the meeting minutes following the session.

3.02 Treasurer

The Treasurer of the County of San Mateo shall be the Treasurer of the Organization. The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Organization from whatever source, and shall have the duties and obligations set forth in the JPA Act.

3.03 Auditor and Financial Accountability

The Organization will ensure financial accountability as required by Section 6505 of the Government Code.

The State Controller's Office (SCO) has determined that the Organization meets the criteria of a JPA classification of special district, as defined by Government Code section 12463, subdivision

(d)(2).

Government Code section 53891 requires the Organization to furnish to the SCO a report of all the financial transactions of the Organization during the preceding fiscal year. The report shall contain underlying data from audited financial statements prepared in accordance with generally accepted accounting principles, if this data is available. The report shall be furnished within seven months after the close of each fiscal year or within the time prescribed by the SCO, whichever is later, and shall be in the form and manner required by the SCO. The Organization shall submit to the SCO information on annual compensation, as described in subdivision (l) of Section 53892, for the previous calendar year no later than April 30th.

Pursuant to Government Code section 12464, if the reports are not completed in the time, form, and manner required or there is reason to believe that a report is false, incomplete, or incorrect, the SCO is authorized to proceed with an investigation to obtain the information required. Any costs incurred by the SCO shall be borne by the Organization.

Government Code section 26909 also requires that an audit be completed and filed with the SCO within 12 months after the close of the fiscal year under examination. Unless the ESC votes to appoint an independent auditor, audits will be conducted in accordance with existing County policy, and by the auditor selected by the Office of the County Executive or the Controller. In the event that the ESC selects an independent auditor, the full cost of the audit will be the responsibility of the Organization. The Auditor shall perform the functions of auditor for the Organization and shall make or cause an independent annual audit of the accounts and records of the Organization by a certified public accountant, in compliance with the requirements of applicable laws and generally accepted auditing standards.

3.04 Legal Counsel

The SMC Attorney's Office shall be the legal counsel for the Organization. To the extent permitted by the JPA Act, the Organization may change, by resolution, the legal counsel to the Organization. The full cost of outside legal counsel will be the responsibility of the Organization.

3.05 Secretary to the Organization

The DEM shall provide a Secretary and administrative support to the Organization.

3.06 Contractors

The Organization shall have the power by resolution to appoint and employ such other consultants and independent contractors as may be necessary to carry out the purposes of the Organization. The Organization will be responsible for any/all incurred costs.

3.07 Committees

The Organization may form and dissolve Committees as determined by the ESC.

3.08 Department of Emergency Management

The DEM is responsible for the on-going operation of the SMC OA and is also responsible for achieving the purposes of the Organization as follows:

- a) Emergency Response Support - coordination and planning during any regional emergency in accordance with adopted emergency plans.
- b) Emergency Plans - preparation, development, coordination, and integration of compatible and complimentary unified area-wide emergency plans for approval by the State of California and adoption by the ESC.
- c) Communications - coordination, development and maintenance of an area-wide emergency communications systems, including public alert and warning systems, and other situational awareness tools. The DEM may host SMC OA communication infrastructure such as system-wide applications or platforms.
- d) Public Education and Information - coordination and support of an area-wide public education and information program.
- e) Training and Exercise - coordination and assistance in the training and exercising of all County employees identified as Disaster Service Workers, as defined by Sect. 3100 of the California Government Code and volunteers. The Member Agencies will be responsible for the training and exercise of their identified employees; however, the DEM will provide needed support as requested.
- f) Grant Program Administration - coordination and assistance with designated emergency coordinators within the OA in the securing and distribution of grant funds for regional emergency management initiatives and program support. The DEM Director will serve as the representative of Member Agencies with various grants and their approval authorities, including the State Homeland Security Program and Bay Area Urban Areas Security Initiative.
- g) General Administration - coordination and assistance in the procurement and inventory of emergency equipment, management of, maintenance and distribution of area-wide inventories of vital supplies and equipment.
- h) Function as a liaison with Cal OES and FEMA. Assist in providing guidance in recovery efforts.
- i) Resource Management – allocation and coordination of resources during local emergencies. Local governments will request resources through the logistics section at the SMC OA EOC. The DEM will escalate resource requests to the state if unable to be fulfilled locally.

3.09 Staffing Reimbursement

The DEM is staffed by employees of the County of San Mateo. The DEM supports the purposes of the Organization. A portion of the cost of DEM staff is reimbursed by the Organization in an amount determined by the funding allocation in this Agreement.

3.10 Property

If the Organization acquires title to property, the DEM Director will have charge of, handle, or have access to the property of the Organization, and shall file an official bond in an amount to be fixed by the contracting parties, pursuant to Section 6505.1 of the Government Code.

Article IV – BUDGET AND COST-SHARING

In consideration of the mutual promises herein contained, it is hereby agreed that the cost of maintaining the Organization will be shared as described below.

- a) From the total amount of the annual budget there shall be deducted estimated revenue from federal “matching funds,” state grants, and other revenues.

- b) The balance of the annual budget remaining after anticipated revenues have been deducted shall be paid as follows:
 1. The county shall pay 50% of the remaining balance.
 2. The cities shall pay the remaining 50% of the balance, apportioned in accordance with the following formula:
 - i. One half of said 50% to be apportioned by people units or population.
 - a) Total population of all member cities divided into one-half of the total of the cities' share of the budget equals a factor in cents.
 - b) Population of each member city times the factor in cents equals the share for each city.
 - ii. The remaining one-half of said 50% to be apportioned on the basis of assessed valuation as follows:
 - a) Total assessed value of real and personal property in all member cities divided into one-half of the total of the city's share of the budget equals a factor in mils.
 - b) Assessed value of real and personal property of each member city times the factor in mils equals the share for each city.
- c) For the purpose of this Agreement the total assessed valuation of real and personal property in all Member Agencies shall be the most recent such total maintained by the offices of the County Assessor.
- d) The population figures will be based on the Census and will be updated at a minimum of every ten years.
- e) It is understood and agreed that the financial obligations incurred by the Member Agencies under the provisions of this Agreement will be incurred annually, subject to the limitation that the county and cities are financially able to make funds available.
- f) If the Member Agencies representing 25% or more of the county's population do not approve the budget in any fiscal year, the proposed budget will be referred back to the DEM Director and the Finance Committee for revision and recommendation. If no resolution can be reached by the committee, the Member Agencies may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any Member Agency shall be financially responsible for that portion of the budget unilaterally adopted. Any Member Agency that does not meet its financial commitment under the adopted budget will lose its voting status and/or other such privileges of membership as determined by the ESC.
- g) It is further agreed that any excess in federal or state funds, in any year, shall be reviewed by a finance committee, who will then make a recommendation to the ESC, as to the disposition of the excess funds.
- h) With respect any Member Agency that is not a City or the County, the amount to be contributed is determined by a negotiation between those Member Agencies and the DEM Director and must be approved by the ESC. A letter memorializing the agreed contribution will be an attachment to this Agreement.
- i) The Finance Committee will be a standing committee of the ESC and is responsible for administrative and financial recommendations to the ESC. The Finance Committee will consist of the following members: SMC Supervisor (Chair of the ESC), Vice Chair, and representatives chosen by the ESC to be limited to five members.
- j) The Organization shall maintain a minimum of \$500,000 in the Trust Fund with a maximum of \$1,500,000. This policy can be reviewed and updated with a majority vote from the ESC.

k) The ESC must approve all Trust Fund expenditures.

Article V - INSURANCE

- a) The County shall add the Organization and ESC to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the Agreement. Member Agencies understand that the County is partially self-insured. Unless the Organization decides otherwise, County shall provide for the defense of any claims or litigation within the self-insured retention. Legal representation by the County will ordinarily be provided by the County Attorney.
- b) Any out-of-pocket expense or loss, by way of judgment or settlement, arising out of the operation of this Agreement, within the limits of the County's self-insured retention shall be shared by the parties in accordance with the formula as described in Article IV (b).

Article VI - EFFECTIVENESS

This Agreement shall be effective upon its execution by all Member Agencies. It is effective as to new Member Agencies upon adoption and approval by the ESC and by the new Member Agency's governing body. This Agreement shall continue in effect until terminated as provided herein.

Article VII – TERM AND TERMINATION

7.01 Withdrawal by Members

- a) Any Member Agency may withdraw from this Agreement by written notice given by such Member Agency to all other Member Agencies, which notice shall be given at least 120 days prior to the commencement of the fiscal year in which it is to take effect. For the purpose of such notice, a fiscal year is defined as July 1 of a calendar year through June 30 of the succeeding calendar year.
- b) Any former or prospective Member Agency may enter or re-enter the organization by petition to the ESC by its governing body, and majority approval of the petition by the ESC. Upon approval, the new Member Agency must agree in writing to all terms of this Agreement.
- c) Should a Member Agency withdraw less than 120 days prior to the commencement of the fiscal year, the withdrawal will be effective, but that Member Agency will be responsible for its calculated contribution for that year pursuant to Article IV.
- d) Should a Member Agency give required notice and withdraw from the Agreement, the prior contribution of that Member Agency will be divided equally by formula among the remaining Member Agencies.

7.02 Termination of Organization and Disposition of Surplus Money and Property

This Agreement shall terminate effective upon a vote of the ESC, the County and by at least eleven (11) cities representing the majority of the population of the County. In the event that the Organization ceases to exist, surplus funds will be returned consistent with Section 6512 of the Government Code in proportion to the contributions made. The Organization does not intend to acquire title to any property. But in the event that it does, title to all property acquired by the Organization shall be transferred to the County of San Mateo and be used for "County Wide"

purposes.

7.03 Amendments

Any proposed Amendments to this Agreement may be recommended by the ESC but must be ratified by each Member Agency's governing body.

7.04 Bylaws

The ESC may, from time to time, adopt and/or amend Bylaws for the conduct of its affairs; provided the purpose is consistent with this Agreement and/or are necessary and appropriate.

Article VIII - MISCELLANEOUS PROVISIONS

8.01 Notices

It shall be the responsibility of the County Manager or designee to ensure all notices are provided to Member Agencies and posted in compliance with the legal requirements of the Agreement.

8.02 Severability

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.03 Supersession

It is mutually understood and agreed by the Member Agencies that this Agreement supersedes the 2014 San Mateo County Operational Area Joint Powers Agreement, any previous agreements on this subject matter and any amendments thereto.

8.04 Assignment

No Member Agency shall assign any rights or obligations under this Agreement without the prior written consent of the ESC.

8.05 Governing Law

This Agreement is made and to be performed in the State of California, and as such, California substantive and procedural law shall apply. Venue for any litigation under this Agreement shall be in the County of San Mateo.

8.06 Headings

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

8.07 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which shall constitute this Agreement.

8.08 No Third Party Beneficiaries

This Agreement and the obligations hereunder are not intended to benefit any party other than the

Authority and its Member Agencies, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

8.09 Filing of Notice of Agreement

Within 30 days after the Effective Date, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act. Within 30 days after any amendment to this Agreement, the Secretary shall file the amendment with the Secretary of State.

8.10 Conflict of Interest Code

The Organization has adopted a conflict of interest code as required by law. Member Agencies understand that representatives and alternate representatives are listed on the Organization's Conflict of Interest Code and will be responsible for filing a Form 700 with the Organization.

8.11 Indemnification

The Organization shall defend, indemnify and hold harmless each Member Agency (and each Member Agency's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees,) arising from or as a result of any acts, errors or omissions of the Organization or its officers, agents or employees.

Each Member Agency shall defend, indemnify and hold harmless the Organization and the other Member Agencies (and their officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees,) arising from or as a result of any acts, errors or omissions of that party or its officers, agents or employees.

8.12 Dispute Resolution/Legal Proceedings

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Member Agencies and/or the Organization.

8.13 Authorization to Enter Into Agreement

Each party warrants that the person signing this Agreement on its behalf is authorized to bind that party to this Agreement.

8.14 Confirmation of Jurisdictional Authority

By signing this Agreement, the Member Agencies retain all authority granted to them by the State and/or their respective Charters. The powers and/or authority granted pursuant to this Agreement shall in no way serve to limit or restrict an individual Member Agency's jurisdictional authority.

(SIGNATURES ARE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, each Member Agency has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, as follows:

Signatories	Resolution/Action Number	Date of Adoption
Atherton		
Belmont		
Brisbane		
Burlingame		
Colma		
Daly City		
East Palo Alto		
Foster City		
Half Moon Bay		
Hillsborough		
Menlo Park		
Millbrae		
Pacifica		
Portola Valley		
Redwood City		
San Bruno		
San Carlos		
San Mateo		
South San Francisco		
Woodside		
County of San Mateo		

August 16, 2024

ANNEX A – COMMON TERMINOLOGY

A.01 Terminology Defined

Not all vocabulary of technical terms listed in the Agreement is used in the Agreement. In part, the terms are included as a resource to further clarify terminology utilized in documentation, field operations and/or applicable subject matter.

A.02 All-Hazards: The consideration of the full spectrum of emergencies (natural, technological, or human-caused incidents) that calls for action to protect life, property, and environment. The advantages of adopting an all-hazards approach to prepare for and respond to disasters include comprehensive planning, resource flexibility, coordination among agencies, training, and community engagement to effectively control different types of disasters to reduce or eliminate duplication of effort and cost.

A.03 California Governor’s Office of Emergency Services (Cal OES): State-level organization that functions as the central command center during major emergencies and disasters in California. Cal OES oversees the response, direction, and coordination of state and federal resources, as well as mutual aid assets, to support diverse communities in the state.

A.04 Catastrophe: Any incident, natural or human-caused, with consequences of high rates of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained impacts over a prolonged period, exceed resources normally available in the impacted area, and significantly interrupt governmental operations and emergency services to such an extent that national security could be threatened.

A.05 Community Emergency Response Team (CERT): Community-level organizations of volunteer emergency workers who can provide immediate assistance to supplement the efforts of professional responders in the event of a major disaster. CERT programs train volunteers in disaster preparedness and basic disaster response skills during disaster situations so professional responders can prioritize and allocate resources to more complex tasks. Local CERT programs are supported by the Federal Emergency Management Agency (FEMA), as well as the California Governor’s Office of Emergency Services (Cal OES).

A.06 Command: The act or directing and or controlling by virtue of explicit legal, agency or delegated authority. The term “Command” may also refer to the Incident Commander.

A.07 Emergency: Any incident, natural, technological, or human-caused, that requires responsive action to protect life, property, and environment. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety or to lessen or avert the threat of a catastrophe in any part of the United States.

A.08 Emergency Management: A subset of incident management, the coordination and integration of all activities necessary to build, sustain and improve the capability to prepare for, protect against, respond to, recover from, or mitigate against threatened or actual natural disasters, acts of terrorism or other human-caused disasters.

A.09 Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support incident management activities normally takes place. An EOC may be a temporary facility or maybe in a more central or permanently established facility, such as at a higher level of organization within a jurisdiction.

A.10 Federal Emergency Management Agency (FEMA): Federal-level organization that coordinates the federal government's response to major disasters and emergencies, providing support and resources to state and local authorities. Its role includes managing disaster relief efforts, facilitating recovery operations, and helping communities prepare for future incidents.

A.11 Incident: An occurrence or event, natural or human-caused, which requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

A.12 Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. It is used for all kinds of emergencies and can be applied to small as well as large and complex incidents.

A.13 Local Emergency: The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and/or property within territorial limits of a county, city and county, or city caused by such conditions as fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, tsunami or other conditions which are likely to be beyond the control of the services, personnel, equipment and facilities of that local political subdivision to combat.

A.14 Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law;) regional or interstate government entity or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native Village or Alaska Regional Native Corporation; a rural community, unincorporated town or village or other public entity. See Section 2 (10), Homeland Security Act of 2002, P.L. 107-296, 116 Stat. 2135 (2002).

A.15 Mitigation: Activities providing a critical foundation in the effort to reduce the loss of life

and/or property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

A.16 National Incident Management System (NIMS): A system that provides a proactive approach guiding government agencies at all levels, the private sector and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location or complexity, to reduce the loss of life or property and harm to the environment.

A.17 National Response Framework: Document that establishes a comprehensive, national, all-hazards approach to domestic incident response. It serves as a guide to enable responders at all levels of government and beyond to provide a unified national response to a disaster. It defines the key principles, roles, and structures that organize the way U.S. jurisdictions plan and respond.

A.18 Operational Area (OA): An intermediate level of the state emergency services organization, consisting of SMC and all political subdivisions within the county area. In a state of emergency, the OA shall serve as a link in the system of communications and coordination between the political subdivisions comprising the OA and the Regional Emergency Operations Center (REOC) or State Operations Center (SOC). **The SMC OA mirrors the County's geographic boundaries.**

A.19 Preparedness: Actions that involve a combination of planning, resources, training, as well as exercising and organizing to build, sustain, and improve operational capabilities. Preparedness is the process of identifying the personnel, training, and equipment needed for a wide range of potential incidents, and developing jurisdiction-specific plans for delivering capabilities when needed for an incident.

A.20 Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental and economic restoration; evaluation of the incident to identify lessons learned; and post-incident reporting and development of initiatives to mitigate the effects of future incident.

A.21 Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Under the NIMS, resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or an EOC.

A.22 Response: Immediate actions to save and sustain lives, protect property and the environment, and meet basic human needs. Response also includes the execution of plans and actions to support short-term recovery.

A.23 Standardized Emergency Management System (SEMS): The cornerstone of California’s emergency response system and the fundamental structure for the response phase of emergency management. SEMS is required by the California Emergency Services Act (ESA) for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California’s emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the ICS, California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the OA concept, and multiagency or inter-agency coordination. State agencies and local governments are required to use SEMS to be eligible for any reimbursement of response-related costs under the state’s disaster assistance program.

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To: Emergency Services Council-Joint Power of Authority Finance Committee

Cc: Adam Ely, Deputy County Executive

From: Dr. Shruti Dhapodkar, Director

Subject: All-Hazards Countywide Evacuation Plan Update

The Department of Emergency Management (DEM) has decided to separate from the Contractor working on the All-Hazards Countywide Evacuation Plan. Moving forward, the DEM will handle this project internally alongside an evacuation subject matter expert. The ESC-JPA will be kept abreast of the progress.