

RESOLUTION NO. 97- 1

A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SUNNYSLOPE COUNTY WATER DISTRICT  
AUTHORIZING PARTICIPATION IN SAN BENITO COUNTY'S  
OPERATIONAL AREA DISASTER RESPONSE AND RECOVERY ORGANIZATION

**WHEREAS**, the California Emergency Services Act (Government Code Sections 8550 and following) requires local governments within a county geographic area to use a Standardized Emergency Management System (SEMS) to perform coordinated disaster response and recovery operations by providing a focal point and conduit for disaster intelligence information, mutual aid requests and efficient management of resources; and

**WHEREAS**, San Benito County has developed an Operational Area Disaster Response and Recovery Organization (OADRRO) to comply with the California Emergency Services Act, and has asked the Sunnyslope County Water District (SSCWD) to participate in the OADRRO; and

**WHEREAS**, SSCWD's participation in the OADRRO will have the following potential benefits to SSCWD and the persons served by SSCWD:

1. Development and maintenance of a comprehensive and integrated emergency management program.
2. Coordination and use of resources from other agencies.
3. A centralized management center to facilitate policy making, coordination and control of operating personnel in emergency situations.
4. Qualification for State and Federal disaster recovery funds; and

**WHEREAS**, San Benito County has prepared and presented to the SSCWD an Agreement, a copy of which is attached to this Resolution 97-1 as Exhibit "A", for execution by local governments to participate in the OADRRO; and


**WHEREAS**, SSCWD's General Manager recommends that SSCWD sign the Agreement and participate in the OADRRO, and SSCWD's legal counsel has approved the Agreement as to form;

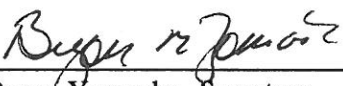
**NOW THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Directors of the Sunnyslope County Water District that the SSCWD shall participate in the San Benito County OADRRO, on the terms and conditions of the Agreement attached to this Resolution 97-1 as Exhibit "A"; and

**BE IT FURTHER RESOLVED** that SSCWD's General Manager is authorized and directed to sign the Agreement on behalf of SSCWD.

**PASSED AND ADOPTED** by the Board of Directors of the Sunnyslope County Water District this 13<sup>th</sup> day of February, 1997, by the following vote:

AYES:	DIRECTORS:	Nelson, Hailstone, R. Anderson, D. Anderson &
NOES:	DIRECTORS:	None. Santos
ABSENT:	DIRECTORS:	None.

  
Marchel Nelson, President

ATTEST:   
Bryan Yamaoka, Secretary

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SAN BENITO COUNTY

OPERATIONAL AREA DISASTER RESPONSE AND RECOVERY ORGANIZATION

This Agreement is made this 17<sup>th</sup> day of December, 1996 by and between the County of San Benito, hereinafter referred to as "COUNTY", the City of Hollister, a municipal corporation and San Juan Bautista, a municipal corporation, hereinafter referred to as "CITIES", and "Special Districts" and "Private Agencies" herein referred to as "Special Districts and Private Agencies".

RECITALS

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

WHEREAS, greater efficiency in mitigation, planning, response and recovery can be achieved by joining the efforts of the CITIES, Special Districts, and the COUNTY together in pre-disaster agreements; and

WHEREAS, California Government Code 8559 defines "Operational Area" as an intermediate level of the state emergency services organization consisting of a county and all political subdivisions within the county area; and §8607 establishes the Standardized Emergency Management System (SEMS) to perform coordinated disaster response and recovery operations by providing a focal point and conduit for disaster intelligence information, mutual aid requests and efficient management of resources;

WHEREAS, California Government Code 8607 requires local governments within a county geographic area to use SEMS to coordinate multiple jurisdictions or multiple agencies into a single operational area. The parties recognize the need for an agreement to provide for a formal operational area agreement to be developed and implemented;

1 THE PARTIES AGREE AS FOLLOWS:

2 1. RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA FOR  
3 DISASTER RESPONSE AND RECOVERY OPERATIONS

4 The parties to this Agreement agree to establish and recognize a single  
5 Operational Area, as that term is defined in the California Emergency Services Act  
6 (Government Code Section 8550 et seq.) which designates an intermediate level or  
7 organization for coordination and communication between political subdivisions  
8 within San Benito County boundaries. The boundaries of the operational area shall  
9 be coterminous with the boundaries of San Benito County. The parties agree to  
10 participate in the organizational structure which is a planning partnership for a  
11 systematic approach limited to exchanging disaster intelligence, mutual aid requests  
12 and resource requests in order to foster effective flow of such disaster information  
13 and resource requests in emergencies, and to prepare for disasters through  
14 cooperative training and exercise activities. Each of the parties to this Agreement  
15 shall designate individuals to be trained and staff the Operational Area Emergency  
16 Operations Center. Each party to this Agreement shall also designate, in writing,  
17 a line of succession of officials who are empowered to speak on behalf of the party  
18 at the Operational Area Organization. (The Operational Area Organization is named  
19 and described in the San Benito County Operational Area - Emergency Operations  
20 Plan.)

21 2. CONSIDERATION

22 The consideration under this Agreement is the mutual advantage of protection  
23 afforded to each of the parties under this Agreement. There shall not be any  
24 monetary compensation required from any party to another party as a condition of  
25 assistance provided under this Agreement, except for reimbursement of direct costs  
26 as designated in mutual aid agreements. Nothing in this Agreement shall be  
27 construed as altering any pre-existing disaster response agreements between the  
28 parties. Nothing in this Agreement shall be construed as altering coordination of

1 fire and law enforcement resources accomplished through their respective mutual aid  
2 systems.

3 3. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM: INCIDENT COMMAND

4 SYSTEM and/or MULTI-AGENCY COORDINATION SYSTEM

5 California Code of Regulations, Title 19, Division 2, Office of Emergency  
6 Services, Standardized Emergency Management System (SEMS) shall regulate Operational  
7 Area disaster response and recovery procedures. The San Benito Operational Area  
8 Organization and Emergency Operations Plan is based on SEMS and the Incident Command  
9 System. It has been developed for the OASIS project that shall be the primary  
10 method and criteria used to conduct operational area Emergency Operations Center  
11 (EOC) operations. The San Benito County Director of Emergency Services, and his/her  
12 designated alternates, will act as the Operational Area Emergency Operations Center  
13 (EOC) Coordinator in matters affecting disaster information sharing, mutual aid  
14 requests, and resource management. All parties to this agreement shall use SEMS.

15 4. PROVISION OF FACILITIES AND SUPPORT

16 The County:

- 17 • will act as the Operational Area
- 18 • will train staff to use SEMS
- 19 • will provide staff for operational positions of the Operational  
20 Area Organization
- 21 • will provide Emergency Operations Center for Operational Area
- 22 • will name members to the Disaster Council for the Operational  
23 Area, consistent with the relevant County ordinance.

24 The Cities:

- 25 • will participate in the Operational Area
- 26 • will train and exercise staff to use SEMS
- 27 • will provide staff for the operational positions of the  
28 Operational Area Organization

- 1 • will name members to the Disaster Council for the Operational  
2 Area, consistent with the relevant County ordinance.

3 Special Districts / Private Agencies:

- 4 • will coordinate with the Operational Area  
5 • will name members to the Disaster Council for the Operational  
6 Area  
7 • may be asked to provide staff for operational positions of the  
8 Operational Area  
9 • will train staff to use SEMS

10 5. TERM OF AGREEMENT

11 The Agreement shall be effective from the date first shown above until it is  
12 rescinded by a formal agreement.

13 6. WITHDRAWAL OF A PARTY

14 Any party to this Agreement may withdraw as a party to this Agreement prior  
15 to the termination of the agreement upon giving thirty (30) calendar days written  
16 notice to the other parties.

17 7. ADDITIONAL PARTIES

18 Additional organizations, which are public entities, including but not limited  
19 to special districts, within the geographical boundaries of San Benito County, may  
20 join in this Agreement and become parties thereto upon execution of an amendment to  
21 this Agreement. Such Amendments shall be signed by the County Administrative  
22 Officer of the organization and may not contain limitations to or deviations from  
23 the terms and conditions contained in this Agreement.

24 The executed Amendment shall automatically become a part of this agreement  
25 after the expiration of thirty (30) calendar days following the notification of  
26 intent, in the fashion stated in Section 7 above, by the new party to all existing  
27 parties, of the execution of the Amendment. Notwithstanding this provision, any  
28 existing party to this Agreement may give notice, within the thirty (30) day period

1 in the fashion stated in Section 7 above, to all other existing parties of its  
2 objection to the addition to this Agreement of the new party. In such event, the  
3 addition to this Agreement of the new party shall require the unanimous consent of  
4 the existing parties.

5 8. INDEMNIFICATION AND HOLD HARMLESS


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

10 9. SALARIES, EMPLOYMENT AND WORKER'S COMPENSATION BENEFITS


11 The salaries, employment and Worker's Compensation benefits of each employee  
12 participating in the Operational Area Organization shall be the responsibility of  
13 the party regularly employing the individual.

14 PASSED AND ADOPTED by the San Benito County Board of Supervisors, State  
15 of California, this 17th day of December, 1996 by the following vote:

- 16 AYES: SUPERVISORS: *Kesler, Bowling, Rodrigues, Graves, & Scagliotti*  
17 NOES: SUPERVISORS: *none*  
18 ABSENT: SUPERVISORS: *none*

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21 Richard V. Scagliotti, Chair  
22 Board of Supervisors

23 APPROVED AS TO LEGAL FORM:

24  
25 By:  9/27/96  
26 Steven R. Sanders, County Counsel  
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1 IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

2 **JURISDICTION**

**REPRESENTATIVE**

3 San Benito County

David Edge, County Admin. Officer

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5 City of Hollister

Barry Johnson, City Manager

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7 City of San Juan Bautista

Dennis McDuffie, City Manager

8  
9 San Benito Co. Water Dist.

John Gregg, District Manager

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11 Sunnyslope Water District

Bryan Yamaoka, Manager

12  
13 Tres Pinos Water District

Bob Frusetta, Director

14  
15 American Red Cross

Jerry Krinn, Manager

16  
17 Office of Education

Tim Foley, Superintendent

18  
19 Hollister School District

Thomas E. Andrade, District Superintendent

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21 Aromas-San Juan Unified School District

Gary Bloom, District Superintendent

22  
23 San Benito High School District

Richard Lowry, District Superintendent

24  
25 Southside School District

Chuck Obeso-Bradley, Superintendent/Principal

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27 North County Joint Union School District

Lew Becker, District Superintendent

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