

RESOLUTION NO. 95-566

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING THE MEMORANDUM OF UNDERSTANDING
TO PARTICIPATE IN THE SAN LUIS OBISPO COUNTY
STANDARDIZED EMERGENCY MANAGEMENT SYSTEMS (SEMS)

WHEREAS, the Nipomo Community Services District is desirous of being prepared for human made and natural disasters, to protect the public welfare; and

WHEREAS, the State of California has established a Standardized Emergency Management Systems (SEMS) to assist local agencies in disasters; and

WHEREAS, the Nipomo Community Services District wishes to participate in the SEMS through the County of San Luis Obispo Emergency Operational Area Organization; and

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED by the Board of Directors of the Nipomo Community Services District as follows:

1. To approve the Memorandum of Understanding (MOU) for participation in the San Luis Obispo Operational Area Organization.
2. Authorize the President of the Board of Directors to sign the MOU on behalf of the District.

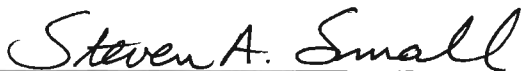
UPON MOTION of Director Blair, seconded by Director Fairbanks and on the following roll call vote, to wit:

AYES: Directors Blair, Fairbanks, Mendoza, Simon and Small

NOES: None

ABSENT: None ABSTAIN: None

the foregoing resolution was passed and adopted this 15 th day of November 1995.



Steven A. Small, President
Nipomo Community Services District

ATTEST:



Donna K. Johnson
Secretary to the Board

APPROVED AS TO FORM:



Jon S. Seitz
District Legal Counsel

MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE
SAN LUIS OBISPO
OPERATIONAL AREA ORGANIZATION

WHEREAS, each of the following public agencies, City of Arroyo Grande, City of Atascadero, City of Grover Beach, City of Morro Bay, City of Paso Robles, City of Pismo Beach, City of San Luis Obispo, County of San Luis Obispo, Office of the San Luis Obispo County Superintendent of Schools, California Valley Community Services District, Cambria Community Services District, Heritage Ranch Community Services District, Independence Ranch Community Services District, Linne Community Services District, Nipomo Community Services District, Oceano Community Services District, San Simeon Acres Community Services District, Templeton Community Services District, Cayucos Fire District, San Miguel Fire District, Santa Margarita Fire District, Avila Beach Community Water District, Cambria Community Hospital District, Coastal San Luis Resource Conservation District, Garden Farms Community Water District, Port San Luis Harbor District, Upper Salinas and Las Tablas Water Conservation District, Cayucos Sanitary District, San Miguel Sanitary District, Adelaida Public Cemetery District, Arroyo Grande Cemetery District, Atasadero Cemetery District, Cambria Cemetery District, Cayucos-Morro Cemetery District, Paso Robles Cemetery District, San Miguel Cemetery District, Santa Margarita Cemetery District, Shandon Cemetery District, Templeton Cemetery District have the need or potential need, for cooperative response to large scale emergencies and related recovery efforts; and

WHEREAS, the potential for a major catastrophe due to earthquake, flood, or other natural or manmade disaster requires all governmental entities within San Luis Obispo 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, greater 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 makes reference to the "operational area" and defines it as "an intermediate level of the state emergency 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 during times of emergency;

NOW THEREFORE, A MEMORANDUM OF UNDERSTANDING is entered into, by and between those public agencies that have executed this agreement, and in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT, COMMON POWERS TO BE EXERCISED: The Parties to this Agreement recognize an Operational Area as that term 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. The Parties agree to participate in the San Luis Obispo Operational Area organizational structure, within San Luis Obispo County boundaries, which is a planning partnership for a systematic approach for exchanging disaster intelligence and resource requests in order to foster effective flow of disaster information and resource requests in emergencies. Each of the parties to this Agreement will designate individuals to be trained to participate in the Operational Area organization.

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

2. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM OPERATIONS COMMITTEE: An operations committee shall be established to discuss mutual concerns regarding the operation of the San Luis Obispo Operational Area in accordance with the purpose of this Agreement. The operations committee (hereafter the Standardized Emergency Management System Operations Committee [SEMSOC]) shall be a supplemental committee of the San Luis Obispo County Disaster Planning and Advisory Committee (hereinafter DPAC). SEMSOC should consist of the following DPAC members:

One member from each of the seven incorporated cities, one from the County Office of Emergency Services, one from the County Fire agency, one from the County Sheriff's Office, one representing the Office of the County Superintendent of Schools, three members to represent special districts, and one American Red Cross representative. The County Office of Emergency Services representative shall chair SEMSOC and represent the Operational Area, the County Fire representative shall represent the fire service Operational Area mutual aid program, and the Sheriff's Office representative shall represent the law enforcement Operational Area mutual aid program. The special district's representatives shall be selected by an association representing special districts within San Luis Obispo County for a term determined by said association. Should such an association not exist at the time a special district representative position becomes available, the representative shall be chosen by the Disaster Planning Advisory Committee (DPAC) chairperson until such time as an association representing special districts within San Luis Obispo County selects a representative or for a term of one year.

SEMSOC will be an ad hoc committee for the purpose of developing the San Luis Obispo Operational Area (SLOOA). Upon SLOOA implementation, the committee will have completed its purpose and operational area issues will thereafter be addressed through the full DPAC organization.

3. SEMSOC MEETINGS: SEMSOC shall meet at a time, place, and frequency determined by the SEMSOC chairperson. The first meeting should be held within a 30 day period following the date the San Luis Obispo County Board of Supervisors votes to become a signatory to this agreement. Additional meetings should be held as deemed necessary by SEMSOC members.

4. FINANCING: The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties under the Agreement. There shall not be any monetary compensation required from any party to another party; however this Agreement has no impact on existing or future separate mutual aid agreements or other separate agreements that involve financial considerations.

5. MULTI-AGENCY COORDINATION SYSTEM: The Operational Area organization and procedures will be based on the Multi-Agency Coordination System (MACS) as defined in the State of California's Standardized Emergency Management System regulations (CCR Title 19, Div. 2, Chapter 1). The San Luis Obispo County Emergency Services Director, and/or his/her designated alternates, will act as the Operational Area Coordinator.

6. PROVISION OF FACILITIES AND SUPPORT: The County's Emergency Operations Center located at 1525 Kansas Avenue, rural San Luis Obispo, is the primary site for Operational Area emergency coordination functions during incidents requiring Operational Area coordination. Parties to this agreement shall provide staff to assist with the decision making and operational positions of the Operational Area organization as necessary and dictated by specific emergency situations.
7. TRAINING: Due to the complexity and number of Standardized Emergency Management System (SEMS) training courses and modules it is recognized that training personnel at agencies with minimal or volunteer staff will be difficult. It is therefor agreed that various members of the OA may participate in another jurisdiction's SEMS training sessions, and/or training offered by DPAC, and/or training offered by the OA Coordinator should such training session be applicable to the attending jurisdiction and does not have a fiscal effect on the hosting jurisdiction unless such costs are nominal and deemed acceptable to the hosting jurisdiction. It is further recognized that it is the goal of signatories to this MOU to comply with SEMS training requirements.
8. TERM OF AGREEMENT: This Memorandum of Understanding shall remain in full force and effect until such time as the San Luis Obispo County Board of Supervisors shall vote to terminate this Memorandum of Understanding. Each Party may individually terminate its involvement in this Memorandum of Understanding by providing 30 days prior written notice to the San Luis Obispo County Office of Emergency Services.
9. ADDITIONAL PARTIES: Additional cities or special districts within the geographical boundaries of San Luis Obispo County may join as a Party to this Agreement and become member entities upon execution of an Exhibit to this Memorandum of Understanding in which the entity agrees to the conditions and terms of this Memorandum of Understanding. The executed Exhibit shall become a part of this Memorandum of Understanding.
10. NON-PARTICIPATION: Any city or special district that chooses not to sign this Memorandum of Understanding can avail itself of Operational Area emergency coordination services in the event of an emergency; however that city or special district will not be considered in compliance with Section 2409(b) of the State Office of Emergency Service's Standardized Emergency Management System (SEMS) (CCR Title 19, Division 2, Chapter 1). The Operational Area authority and responsibility under SEMS shall not be affected by non-participation of any local government(s) within the operational area (SEMS Section 2409(c)).
11. COUNTERPARTS: This Memorandum of Understanding may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
12. EXECUTION: Each Public Agency that signs this Memorandum of Understanding shall notify the County of San Luis Obispo Office of Emergency Services and forward to such office an executed copy of its Counterpart Signature Page of this agreement.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their respective authorized officers. This Memorandum of Understanding is deemed to be signed and executed as of the first date a Public Agency executes this agreement.

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR
County Counsel

By: *Ketris A. Stevens*
Deputy County Counsel

Dated: 11-1-95

COUNTERPART SIGNATURE PAGE

SAN LUIS OBISPO COUNTY OPERATIONAL AREA MEMORANDUM OF
UNDERSTANDING PARTICIPATION AGREEMENT

STEVEN A. SMALL, PRESIDENT
NIPOMO COMMUNITY SERVICES DISTRICT

By: Steven A. Small

Date: 11/16/95