



CITY OF EAST PALO ALTO

AGENDA

Date Posted: Oct 12, 2006

Time: 5:30PM

By: *Minette Warren*

SPECIAL JOINT CITY COUNCIL/SANITARY DISTRICT MEETING

TUESDAY – October 17, 2006

MEETING TIME - 6:00P.M.

City Council Chambers, 2415 University Avenue

6:00 P.M JOINT SPECIALCITY COUNCIL/REDEVELOPMENT AGENCY MEETING

Public Comment: (Please Limit Your Comments to Agenda Items Only)

JOINT CALL TO ORDER AND ROLL CALL

Attendees

City Council/Redevelopment Agency	East Palo Alto Sanitary District

1. **APPROVAL OF AGENDA**
2. **Consideration/Discussion: Mutual Cooperation Agreement – Emergency preparedness**
3. **Discussion/Consideration: Status of possible Memorandum of Understanding of the form of agreement to work together on items of mutual concern such as:**
 - a. Coordination of capital projects/redevelopment efforts
 - b. Coordination of inspection/enforcement of policies n property use issues
 - c. Coordination of impact fee analysis and use of capital project funding instruments

Adjournment

AGENDA ITEM
JOINT CC-RDA/SANITARY DISTRICT MEETING

TUESDAY, OCTOBER 17, 2006 ITEM No.2

CONSIDERATION/DISCUSSION

Consideration/Discussion: Mutual Cooperation Agreement – Emergency Preparedness



CITY OF EAST PALO ALTO
OFFICE OF THE CITY MANAGER
2415 UNIVERSITY • EAST PALO ALTO, CA 94303

To: Mayor and Members of the City Council

Via: Alvin D. James, City Manager

From: Ronald L. Davis, Chief of Police
Ronald Sibley, Lieutenant of Police

Date: October 17, 2006

Re: Agreement Between the City of East Palo Alto and the East Palo Alto Sanitary District for Mutual Aid and Support During Disasters Both Natural and Manmade.

RECOMMENDATION:

That the East Palo Alto City Council authorize the City Manager to entered into a Memorandum of Understanding with the East Palo Alto Sanitary District to provide mutual aid and support during times of disaster both natural and manmade, to each other including utilization of equipment and manpower to provide services to any and all impacted areas within the City of East Palo Alto.

BACKGROUND AND ANALYSIS:

In an effort to have an effective response to any major event whether a natural disaster or large manmade event, local governments must be able to quickly maximize and rapidly deploy resources to the effected areas. To accomplish such a response, it is often necessary to pre-arrange available resources, many of which are not actually under the control of the local government, yet are stored or controlled by entities or individuals within the local government’s geographical jurisdiction. As part of our disaster preparedness effort, staff is forming partnerships with public and private organizations to ensure needed resources are available if and when a catastrophic event occurs. Attached you will find a Memorandum of Understanding (MOU) that has been presented to the East Palo Alto Sanitary District. This document, if authorized by both the Sanitary District Board and the City Council, will formalize a long standing informal relationship between the City of East Palo Alto and the Sanitary District. It is intended to identify the areas of opportunity for cooperation that can frame a subsequent, more detailed discussion related to increasing the preparedness capabilities of both entities. Staff is also in the process of completing and/or updating Memoranda of Understanding with both the East Palo Alto Health Clinic and the Red Cross. It is anticipated that those agreements will be available for City Council consideration at its November 8th Regular Meeting.

FISCAL IMPACT:

None

RESOLUTION NO. _

**A RESOLUTION OF THE CITY OF EAST PALO ALTO COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM
OF UNDERSTANDING WITH THE EAST PALO ALTO SANITARY DISTRICT
FOR MUTAL AID IN THE CASE OF A CATOSTROPHIC EVENT**

WHEREAS, The City of East Palo Alto is susceptible to large catastrophic events such as earthquakes, floods and certain manmade events.; and

WHEREAS, The City Council recognizes the need to make preparation for such events an utmost priority; and

WHEREAS, The City of East Palo Alto officials understand the need to maximize and make accessible all available resources in the event of a disaster; and

WHEREAS, the City Council has determined that the best way to ensure the availability of needed resources for response is to enter into Memoranda of Understanding with other agencies having such resources, including the East Palo Alto Sanitary District; and

WHEREAS, the City Council understands that such partnerships are critical to the survivability of the City of East Palo Alto before and after a major catastrophic event;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves entering into a Memorandum of Understanding with The East Palo Alto Sanitary District for Mutual Aid Related to Catastrophic Events and authorizes the City Manager to execute the agreement with the East Palo Alto Sanitary District on behalf of the city.

PASSED AND ADOPTED by the City Council of the City of East Palo Alto on the 17th day of October, 2006 by the following vote:

AYES:
NAES:
ABSENT:
ABSTAIN:

Ruben Abrica, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael Lawson, City Attorney

This agreement is made and entered into between the East Palo Alto Sanitary District and the City of East Palo Alto, hereinafter referred to as the City.

Recitals

The following agreement, along with its supporting addendum, provides the framework for a collaborative effort between the City and the East Palo Alto Sanitary District to provide emergency services for disaster displaced members of our community.

The parties hereto desire to reach an understanding that will result in making the facilities and equipment of the East Palo Alto Sanitary District available to the City for the aforesaid use. Now, therefore, it is mutually agreed between parties as follows:

1. The East Palo Alto Sanitary District agrees that, after meeting its emergency responsibilities to its staff, it will permit, to the extent of its ability and upon request by the City, use of predesignated facilities identified in addendum #1, as emergency facilities serving the victims of disasters.

The City and the East Palo Alto Sanitary District agree to cooperate in the selecting of the facilities that will be listed in addendum #1.

The East Palo Alto Sanitary District agrees to provide, and to periodically update, facility and point of contact information to the City.

2. The City agrees, when normal communications methods are possible, to follow the notification procedures outlined in addendum #2, when it needs to establish an emergency site at one of the listed facilities.

3. The East Palo Alto Sanitary District agrees that prior to releasing a facility for the City use, it will to the extent reasonably possible, evaluate the facility and secure any valuable property not required for emergency operations.

The City agrees that it will exercise reasonable care in the conduct of its activities in such facilities and when provided with documented inventory and cost information, further agrees to replace or reimburse the East Palo Alto Sanitary District for any foods or supplies used during the relief operation.

Upon termination of its use as an emergency facility the City agrees to leave the premises in their original condition.

4. The East Palo Alto Sanitary District agrees that when their personnel are used in conjunction with the City personnel, the City policies, regulations and procedures will be used to operate the site.

Use of the East Palo Alto Sanitary District personnel as the City volunteers will be based on a mutual agreement between the individual, the City and the East Palo Alto Sanitary District.

Should the City request that members of the facility staff be officially assigned to assist, any agreement for financial reimbursement must be reached between the City and the East Palo Alto Sanitary District within 48 hours of the request.

5. A designee of the City and the East Palo Alto Sanitary District will meet periodically to evaluate the necessity for the continuation of emergency operations and to resolve any other operational concerns.

6. Should the East Palo Alto Sanitary District request that the emergency facility be relocated before the end of the relief operations, the City agrees to relocate the shelter within 48 hours of the City and local government locating a suitable alternate site. It is understood that it is a local government responsibility to facilitate the transportation of victims when shelter relocation is required.

7. Notwithstanding any other agreements, the City agrees to defend, hold harmless, and indemnify the 1-against any legal liability in respect to bodily injury, death, and property damage arising from the negligence of the said chapter during its use of any property belonging to the said East Palo Alto Sanitary District.

Notwithstanding any other agreements, the East Palo Alto Sanitary District agrees to defend, hold harmless, and indemnify the City against any legal liability in respect to bodily injury, death, and properly damage arising from the negligence of the said organization during its use of any property belonging to the City.

8. Either party may discontinue this agreement in writing at anytime unless the facility is currently being used as an emergency facility.

This agreement will be renegotiated in not longer than 5 years.

In witness thereof, the East Palo Alto Sanitary District has caused this agreement to be executed by the president of its governing board, and the City has caused this agreement to be executed by the City, said agreement to become effective and operational upon the fixing of the last signature hereto.

Signatures to the Agreement

The City of East Palo Alto

Date

The East Palo Alto Sanitary District

Date

Printed name and title

Printed name and title

Addendum #1: List of facilities covered by the agreement.

Addendum #2: How the facility wants to be notified when EPA plans to open one of the facilities—who can provide authorization to use the facilities listed in addendum #1.