

**MEMORANDUM OF UNDERSTANDING between  
San Mateo County Community College District (SMCCCD )  
and the County of San Mateo, by and through the San Mateo County  
Sheriff's Area Office of Emergency Services and Homeland Security  
(SMCOES)**

This agreement is made and entered into between the San Mateo Community College District of San Mateo County (hereinafter referred to as "SMCCCD") and the County of San Mateo, by and through the San Mateo County Sheriff's Office of Emergency Services and Homeland Security (hereinafter referred to as "County" or "SMCOES".)

**Recitals**

The following agreement along with its supporting addendum provides the framework for a collaborative effort between the SMCOES and governing board of SMCCCD to provide emergency shelter for disaster displaced members of our community, emergency medical treatment/inoculations sites, access to KCSM radio and logistic staging areas for emergency response and recovery efforts

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

1. SMCCCD agrees that after meeting its emergency responsibilities to pupils/staff, it will permit, to the extent of its ability and upon request by SMCOES, use of predesignated facilities identified in addendum #1, as temporary mass care shelters for the victims of disasters or emergency staff, emergency medical treatment/ inoculation sites food service and logistic staging areas for emergency agencies engaged in response and recovery. SMCOES and the SMCCCD agree to cooperate in the selecting of the facilities that will be, listed in addendum #1.

SMCCCD agrees to provide, and to periodically update, facility and point of contact information to the SMCOES upon request, and for sites agreed upon as designated sites by the parties.

2. The SMCOES agrees, when normal communications methods are possible, to follow the notification procedures outlined in addendum #2 when it needs to establish a shelter or logistic staging areas at one of the listed facilities.

3. SMCCCD agrees that prior to releasing a facility for use as a community shelter, it will evaluate the facility and to the extent possible, secure any valuable property not required for shelter operations. SMCOES 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 SMCCCD for any foods, supplies, utilities or damage to the facility or equipment arising from the conduct of shelter,

emergency medical treatment/inoculation or logistic staging activities. SMCCCD will submit an invoice to the SMCOES for above at end of the operation.

Upon termination of its use as a shelter SMCOES agrees to leave the premises in their original condition

4. SMCOES agrees to provide training to the appropriate members of the facility Staff in mass care and shelter operations.

5. SMCCCD agrees that when their personnel are used in conjunction with San Mateo County personnel, the standard policies regulations and procedures will be used to operate the shelter site similar to what the American Red Cross uses.

Use of SMCCCD personnel as Shelter Staff will be based on a mutual agreement Between the San Mateo County Sheriff's OES and the SMCCCD;  
Should San Mateo County OES request that members of the facility staff be officially assigned to the shelter, emergency medical treatment/inoculation or logistic staging area, any agreement for financial reimbursement must be reached between the San Mateo County OES Care and Shelter Branch and representatives of the SMCCCD within 48 hours of the request.

6. Every effort shall be made by the San Mateo County OES to vacate the predesignated school site as soon as possible. In the event that the use of the school site extends beyond twelve days, upon entering the 13th day of use of SMCCCD pre-designated school sites as San Mateo County OES, SMCCCD officials, San Mateo County OES Care and Shelter representatives, any representatives of other involved agencies, shall meet to evaluate the necessity for continuation of emergency operations. Prior to this time, co-use of facilities may be necessary. Use of SMCCCD predesignated school sites that exceed 30 days of consecutive use, as San Mateo County OES shelters will require approval by SMCCCD officials; it will be contingent upon the scope of the disaster, alternate sites available and the expected recovery period.

7. Should the SMCCCD request that a shelter, emergency medical treatment/inoculation site or logistics staging are be relocated before the end of the emergency operation period, SMCOES agrees to relocate the site activities within 48 hour of the notification. It is understood that it is the responsibility of the SMCOES to facilitate the transportation of any victims when shelter relocation requires it.

8. SMCCCD agrees to store three shelter trailers on its sites as part of the agreement with attached sub-agreement in Addendum 3.

9. SMCCCD agrees to work cooperatively with the County of San Mateo and the San Mateo County Office of Emergency Services to facilitate the direct distribution of emergency information to San Mateo County residents through the College of San Mateo radio station – KCSM -91.1 FM.

10. San Mateo County agrees to allow the San Mateo Community College District if it so wishes to become part of the San Mateo County radio and microwave system at the rates normally charged to member agencies.

11.

a. It is agreed that SMCCCD shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of SMCCCD, its officers and/or employees.

b. It is agreed that County shall defend, save harmless, and indemnify SMCCCD its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

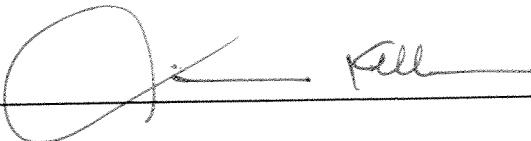
c. In the event of concurrent negligence of County, its officers and/or employees, and SMCCCD, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

12. This agreement will be renewed every five years.

In witness thereof, the SMCCCD has caused this agreement to be Executed by the President of its governing board, and the San Mateo County OES has Caused this agreement to be executed by the County of San Mateo said agreement to become effective and operational upon the fixing of the last signature hereto.

Signatures to the agreement:

San Mateo County Community College District  
Executive Vice Chancellor

  
\_\_\_\_\_ Date 3/13/09

San Mateo County Sheriff's Area OES  
Sheriff

  
\_\_\_\_\_ Date 3/9/09

Reviewed by:

## **Addendum 1**

### **List of San Mateo Community College Facilities and Buildings**

#### **College of San Mateo**

1700 West Hillsdale Blvd.  
San Mateo, CA 94402

- Building 3, Theater
- Building 8, Gym
- Parking lots

#### **Canada College**

4200 Farm Hill Blvd.  
Redwood City, CA 94061

- Building 1, Gym
- Building 3, Theater
- Building 5/6, Cafeteria
- Parking lots

#### **Skyline College**

3300 College Drive  
San Bruno, CA 94066

- Building 1, Theater
- Building 3, Gym
- Building 6, Student Center/Cafeteria
- Parking lots

## Addendum 2 Contact Information

### District Office Contact Information

Name	Title	Cell Phone	Office Phone
Jose Nunez	Vice Chancellor, Facilities, Maintenance, Operations, and Public Safety	650-642-7151	(650) 358-6836
Mike Celeste	Director of Public Safety	650-743-8058	(650) 358-6840

### Cañada College Contact Information

Name	Title	Cell Phone	Office Phone
Jose Nunez	Vice Chancellor, Facilities, Maintenance, Operations, and Public Safety	(650) 642-7151	(650) 358-6836
Mike Celeste	Director of Public Safety	(650) 743-8058	(650) 358-6840
Danny Glass	Facilities Manager	(650) 642-7144	(650) 306-3325

### College of San Mateo Contact Information

Name	Title	Cell Phone	Office Phone
Jose Nunez	Vice Chancellor, Facilities, Maintenance, Operations, and Public Safety	(650) 642-7151	(650) 358-6836
Mike Celeste	Director of Public Safety	(650) 743-8058	(650) 358-6840
Diane Martinez	Facilities Manager	(650) 642-4672	(650) 574-6577

### Skyline College Contact information

Name	Title	Cell Phone	Office Phone
Jose Nunez	Vice Chancellor, Facilities, Maintenance, Operations, and Public Safety	(650) 642-7151	(650) 358-6836
Mike Celeste	Director of Public Safety	(650) 743-8058	(650) 358-6840
Richard Inokuchi	Facilities Manager	(650) 642-4974	(650) 738-4166

**Addendum 3. Trailer sub agreement**