

**OPERATIONAL AGREEMENT**  
**Between**  
**County of Butte**  
**And**  
**County of Shasta**

CONTRACT NO  
**X 2 2 7 9 9**  
COUNTY OF BUTTE

This Operational Agreement (OA) is by and between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County" through its Butte County Sheriff's Office (BCSO) and County of Shasta, a political subdivision of the State of California, hereinafter referred to as "Contractor" through its Shasta County Sheriff's Office (SCSO). This OA shall set forth the types and terms of collaborative services between BCSO and SCSO in relation to services.

**PURPOSE:**

The Spillway Incident in Oroville, a FEMA declared disaster, necessitated the need for BCSO to obtain some assistance with a number of FEMA and CalOES related tasks to properly manage the Spillway Incident post-Imminent Threat. Additionally, tasks shall be completed to organize and train BCSO staff for future incidents. This OA is intended to facilitate management of the Spillway Incident.

**SERVICES TO BE PROVIDED POST-IMMINENT THREAT (Term of Services 3/6/17-6/9/17):**

**Duties and Responsibilities of Contractor:**

- Critique BCSO's response to the Spillway Incident for Patrol Operations and Jail Operations (two distinct critiques) by interviewing BCSO staff and reviewing documentation.
- Conduct inter-agency critiques of the Spillway Incident with participating agencies, one each for Patrol and Jail.
- Prepare written 'Executive Summary' of BCSO response to the Spillway Incident during emergency evacuation.
- Prepare *After-Action Report* (AAR) for submission to CAL OES.

**Duties and Responsibilities of COUNTY:**

- Cooperate fully with Contractor to accomplish tasks listed within this OA.
- Provide Contractor's assigned staff with office space and equipment required to perform these duties.

**SERVICES TO BE PROVIDED FOR FUTURE INCIDENTS (Term of Services 6/10/17-9/15/17):**

**Duties and Responsibilities of Contractor:**

- Develop an Incident Command Team at BCSO.
- Train Incident Command Team for emergency response to major incidents.
- Make recommendations to BCSO for improved infrastructure for future incidents.

**Duties and Responsibilities of BCSO:**

- Cooperate fully with Contractor's assigned staff to accomplish tasks listed within this OA.

- Provide Contractor's assigned staff with office space and equipment required to perform these duties.

**TERM:** The term of this OA shall become effective March 6, 2017 through September 15, 2017.

**COMPENSATION:** Contractor's Employee's typical work schedule is Monday through Wednesday on week 1 and Monday through Thursday on week 2 for a maximum total of 56 hours per two weeks. The hourly rate for Contractor's Employee is \$50.92. Maximum payable for each term of service is \$19,961 for a not-to-exceed MOU total of **\$39,922**.

SCSO shall prepare an invoice to include timecards indicating days/hours contractor's assigned staff worked. SCSO shall submit invoice to BCSO monthly or quarterly.

**CONFIDENTIALITY:**

- A. Contractor and Contractor's assigned staff shall maintain the confidentiality of all County records and information.

**MUTUAL HOLD HARMLESS:**

It is agreed that CONTRACTOR shall defend, hold harmless and indemnify County, 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 OA and which result from the negligent acts or omissions of the CONTRACTOR, its officers and/or employees.

It is further agreed that County shall defend, hold harmless and indemnify CONTRACTOR 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 OA and which result from the negligent acts or omissions of County, its officers and/or employees.

In the event of concurrent negligence of the CONTRACTOR its officers and/or employees, and County, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this OA shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

**INSURANCE:**

- A. County and Contractor shall maintain all required insurance for the duration of this OA. Both County and Contractor are self-insured and maintain excess insurance coverage.

**ALTERATION OF TERMS:**

The body of this OA fully expresses all understandings of the parties concerning all matters covered and shall constitute the total OA. No addition to, or alteration of, the terms of this OA whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this OA which is formally approved and executed by all parties.

**NOTICES:**

All notices, correspondence, reports and/or statements authorized or required by this OA shall be addressed as follows:

**County:**

Sheriff Kory Honea  
33 County Center Drive  
Oroville, CA 95965

**Contractor SCSO:**

Sheriff Tom Bosenko  
300 Park Marina Circle  
Redding, CA 96001

All claims authorized or required by this OA shall be addressed as follows:

**County:**

Fiscal Manager Becky Callas  
33 County Center Drive  
Oroville, CA 95965  
[bcallas@buttecounty.net](mailto:bcallas@buttecounty.net)  
530-538-2861

**Contractor SCSO:**

Lori Beyelia  
300 Park Marina Circle  
Redding, CA 96001  
[lbeyelia@co.shasta.ca.us](mailto:lbeyelia@co.shasta.ca.us)  
530-245-6057

**APPLICABLE LAW AND FORUM:**

This OA shall be construed and interpreted according to California law and any action to enforce the terms of this OA for the breach thereof shall be brought and tried in the County of Shasta.

**TERMINATION:**

County and CONTRACTOR each reserve the right to immediately terminate this OA, notifying each other likewise in writing.

Signature page follows

**CONTRACTOR**


ATTEST:

By: \_\_\_\_\_

By: Adam Pressman Date: 10/10/17  
Senior Deputy County Counsel

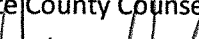
By: James Johnson 10/10/17  
Risk Management Analyst II

**COUNTY**

  
Kory Honea, Sheriff-Coroner  
Butte County Sheriff's Office

Date \_\_\_\_\_

Butte County Counsel

By:  9/11/17  
Date

By: Samantha Skinner Date: 9/6/17  
General Services Contract's Division