

RESOLUTION NO. 2008-36

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GUADALUPE, CALIFORNIA
APPROVING A PUBLIC WORKS MUTUAL
AID AGREEMENT

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

WHEREAS, it is to the benefit and in the interest of protecting and preserving the health, safety and general welfare of the City of Guadalupe, its residents and guests, that the City enter into a Public Works Mutual Aid Agreement; and

WHEREAS, it is desirable that each of the parties to such an agreement should voluntarily aid and assist each other in the event that an emergency or disaster should occur; and

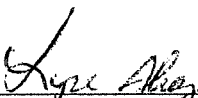
WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of mutual aid on a local, countywide, regional, and statewide basis;

WHEREAS, each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Guadalupe as follows:

- A. That Public Works Mutual Aid Agreement, initially entered into between the Counties of Orange and Los Angeles and designated as "62170", set forth as Exhibit "A" as attached hereto and incorporated herein by this reference, is hereby approved.
- B. The Mayor shall execute this Resolution on behalf of the City and the City Clerk shall certify as to its passage and adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Guadalupe held on September 9, 2008.



Lupe Alvarez, Mayor

ATTEST:



Brenda Hoff, City Clerk

I, Brenda Hoff, City Clerk of the City of Guadalupe, do hereby certify that the foregoing Resolution No. **2008-36** was duly adopted by the City Council of the City of Guadalupe at a regular meeting held on the 9th day of September, 2008 by the following vote of the Council:

MOTION: Julian/Sabedra

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

This is a true certified copy of the original document on file or of record in my office. It bears the seal, imprinted in purple ink, and the original signature of the City Clerk or the Deputy City Clerk of the City of Guadalupe, Santa Barbara County, California.



9/24/08

Date

By.

[Handwritten Signature]

City Clerk or Deputy City Clerk

PUBLIC WORKS MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is made and entered into by those parties who have adopted and signed this Agreement.

WHEREAS, the California Office of Emergency Services, the League of California Cities, the County Supervisors Association of California, and the American Public Works Association have expressed a mutual interest in the establishment of a plan to facilitate and encourage public works mutual aid agreements between political subdivisions throughout California; and

WHEREAS, the parties hereto have determined that it would be in their best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the parties whenever emergency personnel, equipment and facility assistance is provided from one party's Public Works Department to the other; and

WHEREAS, no party should be in a position of depleting unreasonably its own resources, facilities, or services providing such mutual aid; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Article 14 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. For this Agreement, the following terms shall be ascribed the following meanings:
 - a. "Coordinator" shall mean the person designated by each party to act on behalf of that party on all matters relative to mutual aid, to include but not be limited to requests, responses, and reimbursement.
 - b. "Local Emergency" shall mean the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons or property within the territorial limits of one of the parties caused by human or natural conditions such as air pollution, fire, flood, storm, wind, earthquake, explosion, transportation accident, hazardous material problem, tsunami, sudden or severe energy shortage, epidemic, riot or other occurrences, other than conditions resulting from a labor controversy, which occurrences, or the immediate threat thereof, are likely to be beyond the control of the personnel, equipment, or facilities of that party to this Agreement and which personnel, equipment or facilities of the other party are therefore desired to combat.
 - c. An "Operational Area" for the coordination of public works mutual aid shall normally be a County and all the jurisdictions within the County that are parties to this Agreement. A different public works operational area may be established by the parties in some unique cases.
2. Coordinators designated by each party shall be designated by Title, Name, Address and Phone Number, and if said Coordinator changes, the other parties of the Agreement shall be notified in writing as soon as practical after the appointment has been made through the Agreement Coordinator designated in Paragraph 18 hereinafter.

3. When a Local Emergency has been proclaimed by party's governing body or authorized official, the Coordinator may request assistance.
4. When request for assistance is received, the assisting Coordinator shall promptly advise of the extent of response, provide whatever personnel, equipment, and/or facilities as can be provided without jeopardizing the safety of persons or property within their jurisdiction. No party receiving a request for assistance shall be under any obligation to provide assistance or incur any liability for not complying with the request.
5. When the assisting Coordinator's personnel, equipment, and/or facilities are no longer required or when assisting Coordinator advises that the resources are required within their own jurisdiction, the requesting Coordinator shall immediately arrange for the return of those resources.
6. Requesting party shall be responsible for the safekeeping of the resources provided by the assisting party. Requesting Coordinator shall remain in charge of the incident or occurrence and shall provide control and direction to the resources provided by the assisting party. The request may include for providing supervisory personnel to take direct charge of the resources under the general direction of the requesting Coordinator. Requesting Coordinator shall make arrangements for housing and feeding, assisting personnel, fueling, servicing, and repair of equipment if such support is requested by assisting Coordinator. Assisting party's personnel shall not be deemed employees of requesting party and vice versa.
7. The requesting party agrees to pay all direct, indirect, administrative and contracted costs of assisting party incurred as a result of providing assistance pursuant to this Agreement, based upon standard rates applicable to assisting party's internal operations. Payment shall be made within sixty (60) days after receipt of a detailed invoice. Requesting party shall not assume any liability for the direct payment of any salary or wages to any officer or employee of assisting party.
8. Requesting party shall hold harmless, indemnify, and defend the assisting party, its officers, agents, and employees against all liability, claims, losses, demands or actions for injury to, or death of, a person or persons, or damages to property arising out of, or alleged to arise out of or in consequence of, this Agreement provided such liability, claims, losses, demands, or actions are claimed to be due to the acts or omissions of the requesting party, its officers, agents, or employees, or employees of the assisting party working under the direction and control of the requesting party when the act or omission of such assisting party employee occurs or is alleged to occur within the scope of employment under the direction and control of the requesting party.
9. When mutual aid is provided, the requesting and assisting agencies, will keep account records of the personnel, equipment, and materials provided as required by Federal and State (NDAA) and FEMA guidelines to maximize the possibility of Federal and State disaster reimbursement. Each party shall have access to other party's records for this purpose.

10. Agreement shall take effect immediately upon its execution and shall remain in effect until terminated.
11. Any party may withdraw from agreement without cause upon delivery of sixty (60) days prior written notice to the Agreement Coordinator designated in Paragraph 18 hereinafter.
12. To the extent that they are inconsistent with this agreement all prior agreements for public works mutual aid between the parties hereto are hereby null and void.
13. Requests for mutual aid assistance under this Agreement when more than one County is impacted by a disaster, should be channeled through the appropriate Regional State Office of Emergency Services to ensure maximum effectiveness in allocating resources to the highest priority needs.
14. Requests for Public Works assistance from outside of an operational area should be channeled through the authorized emergency management organizations for the requesting and providing parties' operational areas.
15. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
16. This Agreement in no way acts to abrogate or waive any immunity available under the Tort Claims Act.
17. Initial signatories to this Agreement are:
Los Angeles County
Orange County
18. The County of Los Angeles shall act as the initial Agreement coordinator of this program for the purpose of:
 - a. Receipt of new members to the Agreement.
 - b. Maintaining a current list of signatory parties and representatives.
 - c. Circulating annually a list of all parties and Representatives to all signatory parties.
 - d. Arranging for amendments to agreement as may be necessary.

The party acting as Agreement Coordinator may transfer these responsibilities to another party with the consent of that party and upon notification of the other parties to the Agreement.

19. All signatory parties agree that any other qualified public agency or quasi public agency may become a party to this agreement by executing a duplicate copy of this agreement and sending same to the Agreement Coordinator, initially the County of Los Angeles, addressed as follows:

The Los Angeles County Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Disaster Services Coordinator

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized officers on the dates hereinafter indicated.

ATTEST

Larry J. Montellh
Executive Officer-Clerk of
the Board of Supervisors



LOS ANGELES COUNTY

Luzma C. Walton
DEPUTY

BY Charles D. Eckman
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD.

ORANGE COUNTY

BY Linda D. Ruth
LINDA D. RUTH JAN 8 1989
CLERK OF THE BOARD OF SUPERVISORS
OF ORANGE COUNTY, CALIFORNIA
APPROVED AS TO FORM
DeWitt W. Clinton
County Counsel

BY Don A. Roth
CHAIRMAN, BOARD OF SUPERVISORS

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

BY DeWitt W. Clinton
PRINCIPAL DEPUTY

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OCT 31 1989

APPROVED AS TO FORM:
ADRIAN KIYPER, COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Larry J. Montellh
LARRY J. MONTELLH
EXECUTIVE OFFICER

By: Sara G. Parke
Deputy

Nov 21, 1989

R-MCPW