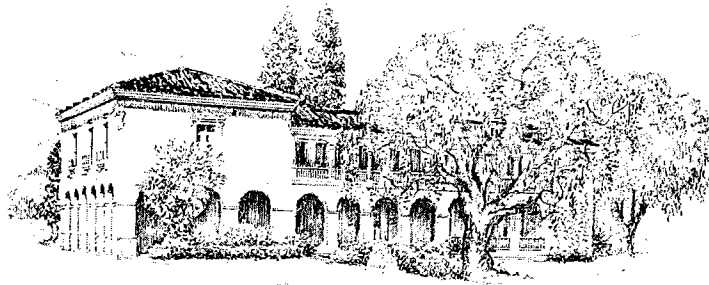


# CITY OF SANTA BARBARA

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OFFICE OF THE CITY CLERK

TELEPHONE (805) 564-5309  
FAX (805) 564-5556



CITY HALL  
DE LA GUERRA PLAZA  
POST OFFICE BOX 1990  
SANTA BARBARA, CA 93102-1990

August 25, 1992

Mr. Bob Pedigo  
Disaster Services Coordinator  
The Los Angeles County  
Department of Public Works  
900 South Fremont Avenue  
Alhambra, California 91803-1331

Dear Mr. Pedigo:

The City Council at its meeting of August 18, 1992, adopted Ordinance No. 4778 executing Mutual Aid Agreement No. 16,619 ~~between the County of Los Angeles, other participants and the City of Santa Barbara,~~ to provide and receive support from other Public Works Agencies during emergencies.

Enclosed please find four (4) duplicate original Agreements executed by the City of Santa Barbara. Upon acceptance by Los Angeles County, please sign and return one original to our office for our official records.

Sincerely,

Maeve Kennedy Grimes  
Deputy City Clerk

MKG/cr

Enclosure

cc: Linda Aasted, Administrative Assistant, PW Engineering  
William P. McTomney, Administrative Officer  
Linda Gunther, Administrative Secretary

## PUBLIC WORKS MUTUAL AID AGREEMENT

Ordinance No. 4778

Agreement No. 16,619

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.

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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.

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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.

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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.

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  - 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. Montelth  
 Executive Officer-Clerk of  
 the Board of Supervisors



LOS ANGELES COUNTY

BY Lurma C. Walton  
 DEPUTY

BY Carl D. Edelman  
 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 9 1989  
 CLERK OF THE BOARD OF SUPERVISORS  
 OF ORANGE COUNTY, CALIFORNIA  
 APPROVED AS TO FORM  
 DeWitt W. Clinton  
 County Counsel

BY Don P. Roth  
 CHAIRMAN, BOARD OF SUPERVISORS

**ADOPTED**  
 BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

BY DeWitt W. Clinton  
 PRINCIPAL DEPUTY

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

By: Sara L. Parke  
 Deputy

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OCT 31 1989

Larry J. Montelth  
 LARRY J. MONTELTH  
 EXECUTIVE OFFICER

Nov 21, 1989

By Don Bradley  
MAYOR

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Santa Barbara City Agreement No. 16,619  
Ordinance No. 4778

The City of Santa Barbara agrees to become a party to the attached PUBLIC WORKS MUTUAL AID AGREEMENT, first adopted by the Los Angeles County Board of Supervisors on October 31, 1989, by executing a duplicate copy of the Agreement and sending an executed duplicate to the Agreement Coordinator, addressed as follows:

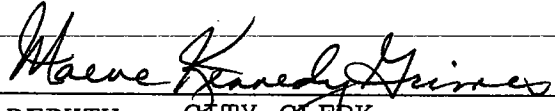
The Los Angeles County Department of Public Works  
900 South Fremont Avenue  
Alhambra, California 91803-1331  
Attention: Disaster Services Coordinator

IN WITNESS WHEREOF, the City of Santa Barbara has executed this agreement as of August 18, 1992.


CITY OF SANTA BARBARA

By:   
MAYOR PRO TEMPORE

ATTEST:


  
DEPUTY CITY CLERK

APPROVED AS TO CONTENT:

By   
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:

DANIEL J. WALLACE, CITY ATTORNEY

By 

ATTEST: that an executed copy of this document has been delivered, per agreement requirements, to Agreement Coordinator, Los Angeles County Department of Public Works, Disaster Services Coordinator:

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

Ordinance No. 4778

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA  
APPROVING THE EXECUTION OF A PUBLIC WORKS MUTUAL AID  
AGREEMENT WITH THE COUNTY OF LOS ANGELES AND OTHER  
PARTICIPANTS TO PROVIDE OR RECEIVE SUPPORT FROM OTHER  
PUBLIC WORKS AGENCIES DURING EMERGENCIES

THE CITY COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN as follows:

That the public works mutual aid agreement to provide or receive support from other public works agencies during emergencies executed on August 18, 1992, by the City of Santa Barbara with the County of Los Angeles and other participants is hereby approved pursuant to Section 521 of the Santa Barbara City Charter.

Bill No. 4790

Ordinance No. 4778

Adopted August 18, 1992

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