

RESOLUTION NO. 91-76

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PASO ROBLES
AUTHORIZING A STATEWIDE PUBLIC WORKS MUTUAL AID AGREEMENT AS
APPROVED BY THE SAN LUIS OBISPO COUNTY BOARD OF SUPERVISORS

WHEREAS, the San Luis Obispo County Board of Supervisors has approved a statewide Public Works Mutual Aid Agreement; and

WHEREAS, participation in this agreement would enable the City of Paso Robles to have critical assistance and equipment in the event of a disaster; and

WHEREAS, by participating in this agreement the City Manager and Director of Public works would have the authority to coordinate public works employees in local and state mutual aid emergencies.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council adopt the Public Works Mutual Aid Agreement and authorize its execution by the Mayor and City Clerk.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 4th day of June, 1991, on the following vote:

| | |
|---------|--|
| AYES: | Russell, Reneau, Martin, Picanco and Iversen |
| NOES: | None |
| ABSENT: | None |



Christian E. Iversen, Mayor

ATTEST:

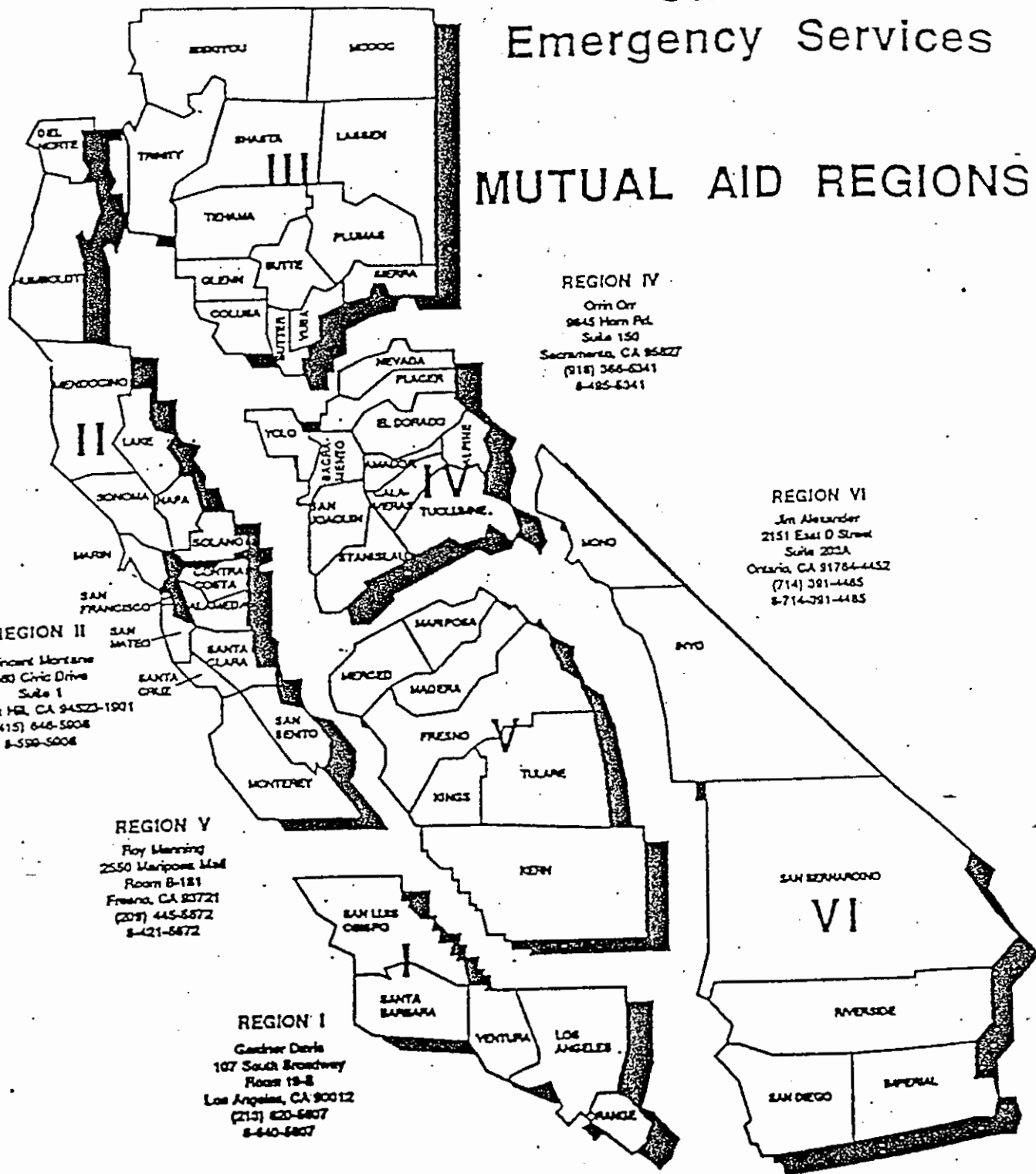


Dawn Hudson
Deputy City Clerk

State of California

Office of Emergency Services

MUTUAL AID REGIONS



REGION III

Alfred Kelly
2440 Adams Ave.
Fresno, CA 93701
(814) 225-2880
8-421-2880

REGION IV

Orin Orr
9845 Horn Pk.
Suite 150
Sacramento, CA 95827
(916) 366-6341
8-425-6341

REGION VI

Jim Alexander
2151 East D Street
Suite 203A
Ontario, CA 91764-4452
(714) 381-4485
8-714-791-4485

REGION II

Vincent Morone
380 Civic Drive
Suite 1
Pleasant Hill, CA 94523-1901
(415) 646-5008
8-530-5008

REGION V

Floy Manning
2550 Mariposa Mall
Room B-181
Fresno, CA 93721
(209) 445-5872
8-421-5872

REGION I

Gardner Davis
107 South Broadway
Flora 19-B
Los Angeles, CA 90012
(213) 620-5807
8-640-5807

CHECKLIST FOR MUTUAL AID ASSISTANCE

I. Pre-Event

Develop procedures at local, operational area and Regional area levels to carry out mutual aid including checklists of actions, resource lists, etc.

II. Post Event

1. Local Agency quickly assess estimated extent of damage and availability of local resources to deal with it.
2. If it is apparent that outside resources will be needed to effectively deal with the emergency, prompt authorized local official to request proclamation of local emergency and request State of Emergency through the County Operational area coordinator.
3. Upon proclamation of local emergency, request mutual aid assistance from operational area public works mutual aid coordinator according to pre-established procedures.
4. Be specific on request as to type and quantity of resources needed, when to report, who to report to, how long needed, type of work to be performed.

Once a providing party can be located to satisfy the resource request, the coordinator will determine how quickly these resources can be made available and notify the requesting party of that fact.

5. The requesting party will make all necessary arrangements to house, feed, and otherwise care for the assisting parties personnel and equipment.
6. The requesting party will carefully document all costs by specific damage site according to State and Federal procedures to maximize reimbursement for costs expected. Carefully record the names of assisting personnel and equipment at each site, and hours worked there.
7. The Regional State OES Office should provide a liaison representative at the impacted operational area EOC to assist in facilitating mutual aid.
8. The requesting party should return the assisting parties' resources as soon as possible.

PUBLIC WORKS MUTUAL AID STATUS

02/26/91

| <u>Counties</u> | <u>Signed</u> | <u>Executed Agmt/Resolution Received</u> | <u>Remarks</u> |
|-----------------|---------------|--|----------------|
| Imperial | X | X | |
| Kern | X | X | |
| Los Angeles | X | X | |
| Marin | X | X | |
| Mono | X | X | |
| Orange | X | X | |
| Riverside | X | | |
| San Bernardino | X | X | |
| San Luis Obispo | X | X | |
| San Diego | X | X | |
| Santa Barbara | X | X | |
| Sutter | X | X | |
| Ventura | X | X | |

TOTAL NUMBER OF COUNTIES SIGNED = 13

Cities - Los Angeles County

| | | | |
|------------------|---|---|--|
| Agoura Hills | X | X | |
| Alhambra | X | X | |
| Arcadia | X | X | |
| Artesia | X | X | |
| Azusa | X | X | |
| Baldwin Park | X | X | |
| Bell | X | X | |
| Bell Gardens | X | X | |
| Bellflower | X | X | |
| Beverly Hills | X | X | |
| Bradbury | X | X | |
| Burbank | X | X | |
| Carson | X | X | |
| Cerritos | X | X | |
| Claremont | X | X | |
| Commerce | X | X | |
| Compton | X | X | |
| Covina | X | X | |
| Cudahy | X | X | |
| Culver City | X | X | |
| Diamond Bar | X | X | |
| Downey | X | X | |
| Duarte | X | X | |
| El Monte | X | X | |
| El Segundo | X | X | |
| Gardena | X | X | |
| Glendale | X | X | |
| Glendora | X | X | |
| Hawaiian Gardens | X | X | |
| Hawthorne | X | X | |
| Hermosa Beach | X | X | |
| Hidden Hills | X | | |
| Huntington Park | X | X | |
| Industry | X | X | |
| Inglewood | X | X | |
| Irwindale | X | X | |

| | <u>Signed</u> | <u>Executed Agmt/Resolution Received</u> | <u>Remarks</u> |
|------------------------------------|---------------|--|----------------|
| <u>Cities - Los Angeles County</u> | | | |
| La Canada-Flintridge | X | X | |
| La Habra Heights | X | X | |
| La Mirada | X | X | |
| La Puente | X | X | |
| La Verne | X | X | |
| Lakewood | X | X | |
| Lancaster | X | X | |
| Lomita | X | X | |
| Long Beach | X | X | |
| Lynwood | X | X | |
| Manhattan Beach | X | X | |
| Maywood | X | X | |
| Monrovia | X | X | |
| Montebello | X | X | |
| Monterey Park | X | X | |
| Norwalk | X | X | |
| Palmdale | X | X | |
| Palos Verdes Estates | X | X | |
| Paramount | X | X | |
| Pasadena | X | X | |
| Pico Rivera | X | X | |
| Pomona | X | X | |
| Rancho Palos Verdes | X | X | |
| Redondo Beach | X | X | |
| Rolling Hills | X | X | |
| Rolling Hills Estates | X | X | |
| Rosemead | X | X | |
| San Dimas | X | X | |
| San Fernando | X | X | |
| San Gabriel | X | X | |
| Santa Clarita | X | X | |
| Santa Fe Springs | X | X | |
| Santa Monica | X | X | |
| Sierra Madre | X | X | |
| South El Monte | X | X | |
| South Gate | X | X | |
| South Pasadena | X | X | |
| Temple City | X | X | |
| Torrance | X | X | |
| Walnut | X | X | |
| West Covina | X | X | |
| West Hollywood | X | X | |
| Westlake Village | X | X | |
| Whittier | X | X | |

TOTAL NUMBER OF L.A. COUNTY CITIES SIGNED = 80

PUBLIC WORKS MUTUAL AID STATUS

02/26/91

| | <u>Signed</u> | <u>Executed Agmt/Resolution Received</u> | <u>Remarks</u> |
|--|---------------|--|----------------|
| <u>Cities - San Luis Obispo County</u> | | | |
| Arroyo Grande | X | X | |
| Grover City | X | X | |
| Morro Bay | X | X | |
| Pismo Beach | X | X | |
| San Luis Obispo | X | X | |

TOTAL NUMBER OF SAN LUIS OBISPO CITIES SIGNED = 5

Cities - Ventura County

| | | | |
|-----------|---|---|--|
| Camarillo | X | X | |
| Ojai | X | X | |

TOTAL NUMBER OF VENTURA COUNTY CITIES SIGNED = 2

Cities - Orange County

| | | | |
|-----------------|---|---|--|
| Anaheim | X | X | |
| Brea | X | X | |
| Buena Park | X | X | |
| Costa Mesa | X | X | |
| Cypress | X | X | |
| Dana Point | X | X | |
| Fountain Valley | X | X | |
| Garden Grove | X | X | |
| Irvine | X | X | |
| Laguna Beach | X | X | |
| Laguna Niguel | X | | |
| Mission Viejo | X | X | |
| Newport Beach | X | X | |
| Orange | X | X | |
| Placentia | X | X | |
| Santa Ana | X | X | |
| Stanton | X | X | |
| Villa Park | X | X | |
| Westminster | X | X | |
| Yorba Linda | X | X | |

TOTAL NUMBER OF ORANGE COUNTY CITIES SIGNED = 20

Cities - Riverside County

| | | | |
|---------|---|---|--|
| Ontario | X | X | |
|---------|---|---|--|

TOTAL NUMBER OF RIVERSIDE COUNTY SIGNED = 1

GRAND TOTAL NUMBER OF CITIES SIGNED = 108

LW:dh/PWS1 - PWS3

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.

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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.
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.

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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.

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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. Monteilh
Executive Officer-Clerk of
the Board of Supervisors



LOS ANGELES COUNTY

BY Lurma C. Walton
DEPUTY

BY Edward 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 R. Kohn
CHAIRMAN, BOARD OF SUPERVISORS

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43

OCT 31 1988

BY DeWitt W. Clinton
PRINCIPAL DEPUTY

Larry J. Monteilh
LARRY J. MONTEILH
EXECUTIVE OFFICER

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

SAN LUIS OBISPO COUNTY

By: Sara G. Parke
Deputy

BY _____
CHAIRPERSON, BOARD OF SUPERVISORS

Nov 21, 1989

ATTEST:

APPROVED AS TO FORM
AND LEGAL EFFECT

Clerk of the Board of Supervisors

2/9 / 1990
JAMES E. LINDHOLM, JR.
COUNTY COUNSEL

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