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APPROVED
BY THE CITY COUNCIL

DEC 5 1990

OFFICE OF THE
CITY CLERKDEPARTMENT OF
PUBLIC WORKS

OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

December 4, 1990

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: MULTI-COUNTY PUBLIC WORKS MUTUAL AID AGREEMENT

CITY HALL
ROOM 207
915 I STREET
SACRAMENTO, CA
95814-2673

916-449-5283

ADMINISTRATION
916-449-8747**SUMMARY**

Multi-county mutual aid agreements exist throughout California for the fire service and law enforcement agencies. Public works departments also play a vital role in responding to major disasters. For this reason, there is a need for a formal Public Works Mutual Aid Agreement. It is recommended that the City Council approve, in concept, the attached multi-county mutual aid agreement. The Sacramento County Board of Supervisors gave conceptual approval to the agreement at its November 20, 1990 meeting. If the City Council approves the agreement in concept, City and County staff will finalize the language and bring the agreement back to the Board and Council for final approval.

BACKGROUND

City Public Works staff has been working with representatives of other city and county public works departments, the State Office of Emergency Services, the American Public Works Association, the League of California Cities, and the County Supervisors Association of California to develop a formal mutual aid agreement for rendering public works mutual aid in disasters.

Formal mutual aid agreements already exist for the fire service, law enforcement, and coroner agencies throughout the state. Formalized mutual aid agreements are also needed in the public works discipline, which is heavily involved in major disasters. The need for public works mutual aid occurs less frequently than in fire and law enforcement, and reciprocal service is less likely within any reasonable time frame. Therefore, a reimbursement provision has been included in the attached agreement. The California Emergency Services Act sets forth, in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically in Article 14 (Section 8630 et seq.) of the Act, the basis for Public Works Mutual Aid Agreement authorization.

The agreement is intended to be used only in major disasters when the available resources of any one county are not adequate to cope with the disaster and outside public works resources are required. It is anticipated that in such a case, a local emergency will have been declared and a state of emergency will probably be requested. While the agreement is primarily aimed at responding to a catastrophic disaster, such as a major earthquake, it could be used for any disaster such as a major flood. Under the basic provisions of the agreement, rendering of mutual aid by any party is strictly voluntary to ensure that the resources of the assisting party are not unreasonably depleted by the rendering of such aid. The aid provided by a party would be fully reimbursed by the party receiving the aid. (In a major disaster, most of this cost is likely to be reimbursed by the State and Federal Governments.)

December 4, 1990
City Council

The approval of this agreement will be a major step in developing critical assistance to save lives and protect property of the residents of the City and County of Sacramento and other cities in Northern California.

FINANCIAL DATA

There will be no net fiscal impact to the City as a result of the mutual aid agreement. Any expenses incurred by the City in providing assistance to other jurisdictions will be reimbursed.

MBE/WBE

The purchase of goods and services during an emergency is governed by Section 58.107 of the Sacramento City Code, which authorizes the Director of Public Works to contract for equipment, materials, and services without competitive bidding in order to safeguard life, health, and property or mitigate further damage.


POLICY CONSIDERATIONS

Approval of the multi-county public works mutual aid agreement is consistent with the policy of cooperation and assistance embodied in the existing police and fire mutual aid agreements. An informal policy of providing aid in the event of a disaster has historically been followed; approval of the agreement will formalize this practice.

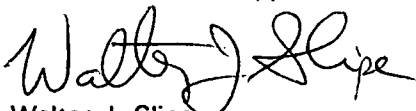
RECOMMENDATION

It is recommended that the City Council approve, in concept, the agreement for public works mutual aid between the County of Sacramento and the City of Sacramento as initial signatories with a provision to allow other cities, counties, special districts, and state agencies to become subsequent additional parties to the agreement.

Respectfully submitted,


Melvin H. Johnson
Director of Public Works

Recommendation Approved:


Walter J. Slipe
City Manager

Contact Person:
Donald Dodge, Deputy Director of Public Works
449-8597

December 4, 1990
All Districts

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
ORIGINAL

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. Monteilh
Executive Officer-Clerk of
the Board of Supervisors



LOS ANGELES COUNTY

BY Laroma C. Walton
DEPUTY

BY Edward D. Edman
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. [Signature]
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

43

OCT 31 1989

By: Sara G. Parker
Deputy

Larry J. Monteilh
LARRY J. MONTEILH
EXECUTIVE OFFICER

Nov 21, 1989

R-MCPW