

1 [Public Works Mutual Aid Agreement]

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3 **Resolution authorizing the Public Works Director to execute a Public Works Mutual Aid**
4 **Agreement executed by and among various California cities and counties that**
5 **facilitates the receipt and provision of mutual aid from the signatories' public works**
6 **agencies following a declared local emergency, and requires the city, county, or city**
7 **and county that receives mutual aid to reimburse and hold harmless other cities and**
8 **counties providing aid; and affirming the Planning Department's determination under**
9 **the California Environmental Quality Act.**

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11 WHEREAS, The California Emergency Services Act (Government Code,
12 Sections 8550 et seq. and Sections 8630 et seq.) authorizes political subdivisions, including
13 the City and County of San Francisco, to provide mutual aid to any affected area in periods of
14 local emergency in accordance with local ordinances, resolutions, emergency plans, or
15 agreements; and

16 WHEREAS, In October 1989, the County of Los Angeles and Orange County became
17 the initial signatories of the Agreement for Public Works Mutual Aid, No. 62170 ("Public Works
18 Mutual Aid Agreement"), on file with the Clerk of the Board of Supervisors in File No. 180832;
19 and

20 WHEREAS, The Public Works Mutual Aid Agreement was executed to facilitate public
21 works agencies' expeditious receipt and provision of mutual aid following a catastrophic
22 disaster, and was modeled on the fire service and law enforcement mutual aid agreements
23 with the exception that the Public Works Mutual Aid Agreement requires a local emergency
24 proclamation and payment by any requesting jurisdiction for any assistance received, subject
25 to potential reimbursement by the Federal government or the State government; and

1 WHEREAS, The Public Works Mutual Aid Agreement provides that any party that
2 requests aid under the Public Works Mutual Aid Agreement shall hold harmless, indemnify,
3 and defend the assisting party, its officers, agents, and employees against all liability, claims,
4 losses, demands or actions for injury to, or death of, a person or persons, or damages to
5 property arising out of, or alleged to arise out of or in consequence of, the Public Works
6 Mutual Aid Agreement provided such liability, claims, losses, demands, or actions are claimed
7 to be due to the acts or omissions of the requesting party, its officers, agents, or employees,
8 or employees of the assisting party working under the direction and control of the requesting
9 party when the act or omission of such assisting party employee occurs or is alleged to occur
10 within the scope of employment under the direction and control of the requesting party; and

11 WHEREAS, Presently, 19 counties and 155 cities throughout the State of California
12 have become parties to the Public Works Mutual Aid Agreement, including Marin County and
13 Solano County, and additional jurisdictions may elect to become parties to the Public Works
14 Mutual Aid Agreement by executing a duplicate copy of the Public Works Mutual Aid
15 Agreement; and

16 WHEREAS, The Planning Department has determined that the actions contemplated in
17 this Resolution comply with the California Environmental Quality Act (California Public
18 Resources Code, Sections 21000 et seq.); said determination is on file with the Clerk of the
19 Board of Supervisors in File No. 180832 and is incorporated herein by reference; the Board
20 affirms this determination; and

21 WHEREAS, The Board of Supervisors' approval is required to authorize the City's
22 execution of the Public Works Mutual Aid Agreement; now, therefore, be it

23 RESOLVED, That the Board of Supervisors hereby approves the Public Works Mutual
24 Aid Agreement; and, be it

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1 FURTHER RESOLVED, That the Board of Supervisors hereby approves, confirms, and
2 ratifies all actions heretofore taken by the officers of the City with respect to such Public
3 Works Mutual Aid Agreement, and authorizes and directs the Clerk of the Board and the
4 Public Works Director to take any and all actions that they or the City Attorney may deem
5 necessary or advisable in order to effectuate the purpose and intent of this Resolution,
6 including executing the City’s signature page to the Public Works Mutual Aid Agreement, on
7 file with the Clerk of the Board of Supervisors in File No. 180832; and, be it

8 FURTHER RESOLVED, That within 30 days of the execution of the Public Works
9 Mutual Aid Agreement by the City, the Public Works Director shall provide the executed Public
10 Works Mutual Aid Agreement to the Clerk of the Board for inclusion in the official file.