

File No. 180832

Committee Item No. 3

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Comm: Public Safety & Neighborhood Services

Date: May 23, 2019

Board of Supervisors Meeting:

Date: \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PW Memo and Agreement Text - March 20, 2019</u>           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Original Multi-Signatory Agreement - October 31, 1989</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DRAFT Agreement Signature Page</u>                        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>CEQA Determination - March 26, 2019</u>                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PW Letter - August 15, 2018</u>                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____  |

Prepared by: John Carroll

Date: May 17, 2019

Prepared by: John Carroll

Date: \_\_\_\_\_

1 [Public Works Mutual Aid Agreement]  
2

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.**

10  
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

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.

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London N. Breed  
Mayor

Mohammed Nuru  
Director

San Francisco Public Works  
1 Dr. Carlton B. Goodlett Pl.  
Room 348  
San Francisco, CA 94102  
tel 415-554-6920

sfpublicworks.org  
facebook.com/sfpublicworks  
twitter.com/sfpublicworks  
twitter.com/mrcleansf

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Jeremy Spitz, Special Assistant for Legislative Affairs  
DATE: March 20, 2019  
SUBJECT: Public Works Mutual Aid Agreement

Dear Ms. Calvillo,

The California Emergency Services Act (Government Code, Sections 8550 et seq. and Sections 8630 et seq.) authorizes political subdivisions, including the City and County of San Francisco, to provide mutual aid to any affected area in periods of local emergency. Presently, 19 counties and 155 cities throughout the State of California have become parties to the Public Works Mutual Aid Agreement, including Marin County and Solano County. The Agreement is a means for public works agencies to give and receive mutual aid quickly following a catastrophic disaster, such as a large earthquake. It is voluntary and participating agencies are under no obligation to provide or deplete their own resources.

San Francisco Public Works wishes to become a party to the Public Works Mutual Aid Agreement. The agreement procedures require a signature page and a resolution from the governing body. If given approval to enter into the agreement, the department's signature page would be added to the original 1989 agreement. The recital terms of that agreement follow below.

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

CLERK OF THE BOARD OF SUPERVISORS  
SAN FRANCISCO

2019 MAR 26 PM 12:34

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 no 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 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 of 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 judgement on the award rendered by the arbitrators(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:

- 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





**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (818) 458-5100

THOMAS A. TIDEMANSON, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 19, 1989

IN REPLY PLEASE RM-0  
REFER TO FILE

Honorable Board of Supervisors  
County of Los Angeles  
383 Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

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

43

OCT 31 1989

Dear Supervisors:

MULTI-COUNTY PUBLIC WORKS MUTUAL AID AGREEMENT  
ALL SUPERVISORIAL DISTRICTS

*Larry J. Monteilh*  
LARRY J. MONTEILH  
EXECUTIVE OFFICER

RECOMMENDATIONS:

That your Board:

1. Approve the attached Agreement for Public Works Mutual Aid between the County of Los Angeles and Orange County as initial signatories with a provision to allow other Counties, Cities and State agencies to become subsequent additional parties to the Agreement.
2. Instruct the Chairman of the Board to sign the Agreement.

Representatives of the Los Angeles County Department of Public Works have been working with representatives of other County and City Public Works Departments, the State Office of Emergency Services, the American Public Works Association, the League of California Cities and 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. It has been recognized that formalized Mutual Aid Agreements are also needed in the public works discipline which is heavily involved in major disasters. Because the need for Public Works Mutual Aid occurs less frequently than in fire and law enforcement, reciprocal service is less likely within any reasonable time frame so 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 Article 14 (Section 8630 et seq.) of the Act the basis for Public Works Mutual Aid Agreements authorization.

Honorable Board of Supervisors  
Page 2  
October 19, 1989

The attached Agreement is between Los Angeles County and Orange County as initial signatories. However, it has been endorsed by representatives of all of the Southern California Counties and the Region I State Office of Emergency Services and those agencies are expected to approve and also become signatories as provided under the terms of the Agreement. It is anticipated that many of the cities in these counties will also become parties to the Agreement.

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 a catastrophic disaster such as a major earthquake, it could be used for any disaster such as a major flood. The basic provisions of the Agreement are that rendering of mutual aid by any party is strictly voluntary so 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).

The approval of this Agreement will be a major step in developing critical assistance to save lives and protect property of the citizens of this County and its Cities by allowing us to receive public works assistance from other Counties and Cities in Southern California and allowing us to provide assistance to them so they can do the same.

Attached are three copies of the Agreement which have been reviewed and approved as to form by County Counsel. Upon approval, please return the two copies marked "ORIGINAL" to this Department for processing together with four approved copies of this letter. The County File Copy is for your files until the fully executed County's Copy is returned to you, at which time the County File Copy should be conformed and forwarded to the Auditor-Controller.

Respectfully submitted,

  
T. A. TIDEMANSON  
Director of Public Works

KEW:ad/8-BLAID

Attach.

cc: CAO (Disaster Services)

*Continued*

BOARD OF SUPERVISORS  
ORANGE COUNTY, CALIFORNIA

MINUTES

January 9, 1990

PUBLIC WORKS MUTUAL AID AGREEMENT NO. 62170 WITH LOS ANGELES COUNTY:  
Environmental Management Agency requests approval of agreement for  
Public Works Mutual Aid.

MOTION: On motion by Supervisor Vasquez, seconded by Supervisor Roth,  
the Board moved to: 1. Authorize execution of Mutual Aid Agreement  
No. 62170 with Los Angeles County as initial signator with provision for  
other counties, cities and State Agencies to become subsequent  
additional parties. 2. Designate Environmental Management Agency  
Public Works Operations Manager as Coordinator for Orange County.  
MOTION UNANIMOUSLY CARRIED.

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:

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  - 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.
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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.

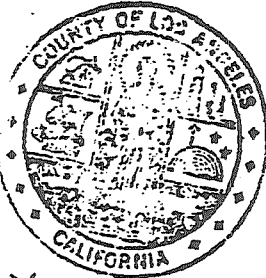
19. All signatory parties agree that any other qualified public agency or quasi public agency may become a party to this agreement by executing a duplicate copy of this agreement and sending same to the Agreement Coordinator, initially the County of Los Angeles, addressed as follows:

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 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 8 1989  
CLERK OF THE BOARD OF SUPERVISORS  
OF ORANGE COUNTY, CALIFORNIA  
APPROVED AS TO FORM  
DeWitt W. Clinton  
County Counsel

BY Don A. Roca  
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 G. Parke  
Deputy

Nov 21, 1989

43 OCT 31 1989  
LARRY J. MONTEILH  
EXECUTIVE OFFICER

PUBLIC WORKS MUTUAL AID AGREEMENT  
NO. 62170

ADDITIONAL PARTIES TO AGREEMENT

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

CITY AND COUNTY OF SAN FRANCISCO

BY: \_\_\_\_\_  
MOHAMMED NURU  
Public Works Director

DATE: \_\_\_\_\_

Approved as to form:

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
CHRISTOPHER T. TOM  
Deputy City Attorney



BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

September 10, 2018

File No. 180832

Lisa Gibson  
Environmental Review Officer  
Planning Department  
1650 Mission Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103

Dear Ms. Gibson:

On September 4, 2018, Public Works introduced the following legislation:

**File No. 180832**

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

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

By: John Carroll, Assistant Clerk  
Public Safety and Neighborhood Services Committee

Attachment

c: Devyani Jain, Deputy Environmental Review Officer  
Joy Navarrete, Environmental Planner  
Laura Lynch, Environmental Planner

Not defined as a project under CEQA Guidelines Sections 15378 and 15060(c)(2) because it would not result in a physical change in the environment.

joy navarrete

Digitally signed by joy navarrete  
DN: dc=org, dc=sfgov, dc=cityplanning,  
ou=CityPlanning, ou=Environmental  
Planning, cn=joy navarrete,  
email=joy.navarrete@sfgov.org  
Date: 2019.03.26 12:53:40 -07'00'



London N. Breed  
Mayor

Mohammed Nuru  
Director

San Francisco Public Works  
1 Dr. Carlton B. Goodlett Pl.  
Room 348  
San Francisco, CA 94102  
tel 415-554-6920

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August 15, 2018

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

BO. SUPERVISORS  
2018 AUG 17 AM 10:50  
BY *JB*

Dear Ms. Calvillo:

Attached please find proposed resolution for the Board of Supervisors approval, which authorizes the Director of Public Works to execute a Public Works Mutual Aid Agreement.

The California Emergency Services Act (Government Code, Sections 8550 et seq. and Sections 8630 et seq.) authorizes political subdivisions, including the City and County of San Francisco, to provide mutual aid to any affected area in periods of local emergency. Presently, 19 counties and 155 cities throughout the State of California have become parties to the Public Works Mutual Aid Agreement, including Marin County and Solano County. The Agreement is a means for public works agencies to give and receive mutual aid quickly following a catastrophic disaster, such as a large earthquake. It is voluntary and participating agencies are under no obligation to provide or deplete their own resources.

The following is a list of accompanying documents:

- Proposed Resolution
- Original PW Mutual Aid Agreement (LA County, 1989)
- PW Mutual Aid Agreement -- CCSF Signature Page (Final)

The contact person for this proposed legislation Jeremy Spitz, Special Assistant for Legislative Affairs, who can be reached at 415-554-6972 or [Jeremy.Spitz@sfdpw.org](mailto:Jeremy.Spitz@sfdpw.org).

Sincerely,

Mohammed Nuru  
Director of Public Works