

AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE CITY OF CLEARLAKE FOR PUBLIC HEALTH AND ENVIRONMENTAL HEALTH ASSISTANCE PROVIDED UNDER AN EMERGENCY MANAGEMENT MUTUAL AID (EMMA) PLAN

WHEREAS, the Emergency Management Mutual Aid Plan delineates the current state policy concerning Emergency Management Mutual Aid and provides, in pertinent part, “A request for emergency management mutual aid requires the approval of an authorized official of the requesting jurisdiction;” and

WHEREAS, the County of Lake and the City of Clearlake wish to memorialize here their mutual understanding concerning the County’s provision to the City of public health enforcement functions as well as to provide a general procedure whereby the parties may request emergency services consequent to Emergency Management Mutual Aid.

NOW, THEREFORE, IT IS HEREBY AGREED that, in consideration of the mutual covenants and conditions contained herein, the County of Lake (hereinafter, the “County”) and the City of Clearlake (hereinafter, the “City”) agree as follows:

1. Providing mutual aid for public health and environmental health purposes is permissible on the part of the Responding Party based on its ability at the time the aid is requested.
2. The parties hereto agree to expedite any request for mutual aid to ensure, whenever possible, that mutual aid is dispatched promptly.
3. Each request for mutual aid by a party to this Agreement shall be in writing in the format provided and attached hereto and incorporated herein by reference as “Exhibit A”.
4. **Mutual Indemnification.** Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney=s fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney=s fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney=s fees covered by the insurance of either party.
5. **Insurance.** Each party recognizes and accepts that the other party is self-insured.
6. **Reimbursement Claims.** For Emergency Management Mutual Aid functions during a locally-declared disaster in which the County is eligible to claim reimbursement through the California Disaster Assistance Act (CDAA) and/or FEMA Public Assistance (PA) Program, the City shall pay the County the amount equal to the share of cost for the services provided in the City, not to exceed 25% under CDAA and 6.25% under FEMA.
7. **Compensation from the Parties Directly.** Each party agrees that it will not seek directly from the other party compensation for mutual aid services rendered under this Agreement. However,

each Responding/Providing Party may charge the other an administrative services fee which shall not exceed \$1000 per mutual aid incident.

8. Modification. This Agreement may only be modified by a written amendment thereto executed by the parties.

The County and City have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

CITY OF CLEARLAKE

Chair, Board of Supervisors

City Council

ATTEST:Carol J. Huchingson

APPROVED AS TO FORM:

Clerk of the Board of Supervisors

Anita L. Grant

County Counsel

By: _____

By:  _____

Exhibit "A"

EMERGENCY REQUEST FOR ASSISTANCE FROM THE COUNTY OF LAKE

NAME OF REQUESTING

ENTITY:

ADDRESS:

NATURE OF REQUEST:

I, _____, HEREBY ATTEST THAT I HAVE THE AUTHORITY TO
REQUEST EMERGENCY ASSISTANCE FROM THE COUNTY OF LAKE AND DO HEREBY MAKE SUCH
REQUEST.

DATED: _____

NAME

TITLE