

**AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE CITY OF CLEARLAKE FOR
PUBLIC HEALTH AND ENVIRONMENTAL HEALTH ASSISTANCE PROVIDED FOR STATE
OR PRESIDENTIALLY DECLARED DISASTERS DATED NOVEMBER 14, 2017**
(City of Clearlake Resolution No. 2017-89)

WHEREAS, pursuant to Health and Safety Code Section 101400, Lake County Environmental Health has been designated as the Local Enforcement Agency for the City of Clearlake as to any and all ordinances of public health and sanitation and all inspections and related functions, including but not in any way limited to, during times of emergency response and, pursuant to Health and Safety Code Section 101460, the County Health Officer has been designated to exercise those same powers and duties with in the City of Clearlake; and,

WHEREAS, the City of Clearlake does not have the resources to perform emergency response functions related to the private property site debris removal required for the health and safety of the citizens as a result of State or Presidentially declared disasters; and,

WHEREAS, the County of Lake has the resources to assist the City of Clearlake and has resources currently deployed to assist the City of Clearlake with emergency response; and,

WHEREAS, on October 31, 2017, the parties hereto entered into the Agreement entitled "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" and CalOES has advised that amendments to said Agreement are necessary; and,

WHEREAS, this Agreement shall supersede the Agreement entitled, "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".

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 resources is permissible on the part of the County based on its ability at the time the resources are requested by the City. Upon acceptance of a request for the provision of resources from the City, the County shall have authority to provide the requested resources and shall have direct responsibility to do so. The County reserves the right to limit and/or otherwise restrict the extent of its acceptance of any request for assistance. In no event shall any public health and/or environmental assistance provided by the County include the preparation for, the initiation of, the appearance in, or the prosecution of any administrative and/or judicial proceedings.
2. The parties hereto agree to expedite any request for resources.
3. Resource requests must be specifically requested by the City and upon acceptance of the County, shall be incorporated herein by reference as "Exhibit A".

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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. Reimbursement Claims. Upon the County's acceptance of a request for resources from the City, the City transfers all Federal and State claiming rights and responsibilities to the County for the resources provided.
6. Insurance. Each party recognizes and accepts that the other party is self-insured.
7. Compensation from the Parties Directly. Each party agrees that it will not seek directly from the other party compensation for services rendered under this Agreement.
8. Future Disaster Events. This Agreement may be activated upon request and agreement of the City of Clearlake and the County of Lake for future State or Presidentially declared disaster events upon mutual agreement.
9. 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



Mayor

ATTEST: Carol J. Huchingson
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Anita L. Grant
County Counsel

By: _____

By: _____

Exhibit "A"

EMERGENCY REQUEST FOR ASSISTANCE FROM THE COUNTY OF LAKE

NAME OF REQUESTING

ENTITY: City of Clearlake

ADDRESS: 14050 Olympic Dr.
Clearlake, CA 95422

NATURE OF REQUEST: The City of Clearlake
requests that the County
of Lake perform Sulphur
Fire debris removal coordination
services within the Clearlake
city limits.

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

DATED: 10-31-17

Greg Folsom
NAME

City Manager
TITLE