

**California Mutual Aid Region I and VI
Inter-Region Cooperative Agreement
For Emergency Medical and Health Disaster
Services/Personnel/Equipment/Supplies**

This Agreement is made and entered into effective this ____ day of _____, 2020 by and between the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region I and VI, that have executed this Agreement, including the Counties of Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Imperial, Inyo, Mono, Riverside, San Bernardino, San Diego, the neighboring counties of Kern, and Monterey (hereinafter referred to individually as the "County" and collectively as the "Counties") and the cities of Long Beach and Pasadena (hereinafter referred to individually as the "City" and collectively as the "Cities"), and shall take effect as provided in paragraph 2 below.

RECITALS

WHEREAS, there exists a great potential for a medical and health emergency, disaster, planned event or catastrophic event capable of overwhelming local ability to respond to and recover from; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating Counties and Cities by providing assistance to the extent it is reasonably available and possible without compromising each County's or City's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS); and

WHEREAS, the OES Region I and VI Regional Disaster Medical Health Coordinators (RDMHC), selected in accordance with California Health and Safety Code, Division 2.5, Section 1797.152 (a), is responsible for regional coordination of medical and health disaster assistance within OES Region I and VI when so requested by an affected County or City of Region I and VI; and

WHEREAS, each Medical Health Operational Area Coordinator (MHOAC), the Local Health Officer, and the Emergency Medical Services (EMS) Administrator, in accordance with California Health and Safety Code, Division 2.5, Section 1797.153, works in collaboration with their respective Operational Area Office of Emergency Services to follow Operational Area protocols and procedures; and

WHEREAS, each County and City is desirous of providing a reasonable and reciprocal exchange of services where feasible and appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties and Cities for those agencies within their respective jurisdictions capable of providing emergency medical and health disaster services; and

WHEREAS, each County and City has emergency equipment, personnel and supplies which can be made available, in the spirit of cooperation and mutual assistance, under this Agreement; and

WHEREAS, each County and City enters into this Agreement ensuring the prudent use and reimbursement or replacement (at the discretion of the Sending County or City) of emergency medical and health disaster services, personnel, equipment and supplies utilized in assisting any County and City participating in this Agreement with emergency management related tasks and activities; and

WHEREAS, each Requesting County and City will plan for an orderly demobilization and recovery process.

DEFINITIONS

1. **Regional Disaster Medical and Health Coordination Program:** Each OES Mutual Aid Region has a Regional Disaster Medical and Health Coordination Program. The Regional Disaster Medical and Health Coordination Program is made up of the Regional Disaster Medical and Health Coordinator (RDMHC) and the Regional Disaster Medical and Health Specialist (RDMHS).
2. **Regional Disaster Medical and Health Coordinator (RDMHC):** An appointed position in each of the six OES Mutual Aid Regions. The RDMHC coordinates disaster information and medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region.
3. **Regional Disaster Medical and Health Specialist (RDMHS):** The staff position to the RDMHC. The RDMHS directly supports regional preparedness, response, mitigation and recovery activities. The RDMHS coordinates information as well as medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region during an emergency response.
4. **Certified Unified Program Agency (CUPA):** California agencies such as local Environmental Health and Fire departments, with delegated authority from CalEPA (Environmental Protection Agency) to protect communities from hazardous waste and hazardous materials by the implementation of statewide administrative requirements, permits, inspections, and enforcement. CUPA departments may have hazardous material response resources available to assist after a disaster.
5. **OES Mutual Aid Region:** A geographical subdivision of California, made up of multiple Operational Areas, established to assist in the application, administration and coordination of mutual aid and other emergency-related activities. California's 58 Operational Areas are divided into six Mutual Aid Regions
6. **Medical Health Operational Area Coordinator (MHOAC):** Within each Operational Area, the Health and Safety Code authorizes the County Health Officer and local Emergency Medical Services Administrator to jointly act as the MHOAC or appoint another

individual to fulfill the responsibilities. The MHOAC is responsible for medical and health disaster planning and for the provision of medical and health mutual aid within the Operational Area.

7. **California Public Health and Medical Emergency Operations Manual (EOM):** The EOM provides guidance on the roles, procedures, and coordination between California's many partners in the Public Health and Medical System.
8. **1997 Inter-Region Cooperative Agreement:** An Agreement between the Counties in OES Mutual Aid Region I and Region VI that allows for the provision of medical and health services, resources, supplies and equipment. This Agreement is currently in effect and signed by 11 Counties. The signatory counties include: Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.
9. **Standardized Emergency Management System (SEMS):** Guidelines intended to assist those responsible for implementing emergency preparedness and response activities by explaining principles and operating concepts. SEMS describes functions at field response, local government, operational area, region, and state levels and the relationship among each.
10. **Providing County or City:** The government entity providing medical and health services, personnel resources, supplies and equipment.
11. **Requesting County or City:** The government entity requesting medical and health services, personnel resources, supplies and equipment.

NOW THEREFORE, it is agreed as follows:

1. This Agreement is made by and between the Counties and Cities with respect to services provided by each County's or City's Public Health, Health Services, Emergency Medical Services Agency, Behavioral/Mental Health, Environmental Health, Certified Unified Program Agency (CUPA) and other departments involved in the provision of medical and health disaster response services.
2. This Agreement shall become effective upon its execution by two or more Counties and shall remain in effect until terminated. The parties agree through the RDMHC programs, to review this Agreement at least every five (5) years.
3. The MHOAC, the Local Health Officer, EMS Administrator or authorized designee from an affected County within OES Region I and VI may request emergency medical and health disaster services through the OES Region I and VI Disaster Medical Health Coordination System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS).

4. In responding to the request of an affected County or City (hereinafter referred to as “Requesting County” or “Requesting City”) or to OES Region I and VI as a whole, each Providing County and City (hereinafter referred to as “Providing County” or “Providing City”) shall provide emergency medical and health disaster assistance to the extent it is reasonably available and to meet the requested needs.
5. A Requesting County or Requesting City shall be financially responsible for the costs of emergency medical and health disaster personnel and associated costs for lodging, mileage and meals, equipment, and supplies received pursuant to that Requesting County’s or Requesting City’s request for such assistance, plus up to ten percent of that amount to cover indirect costs. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Providing County or City.
6. Tracking of resources, personnel, supplies and equipment during any deployments shall be the responsibility of the Requesting County or City.
7. Release or reassignment of assistance personnel, supplies and equipment among the Counties and Cities in OES Region I and VI, shall be coordinated by the Region I and VI RDMHC program, the Requesting and Providing County or City.
8. The Requesting County or City is the controlling authority for use of emergency medical and health disaster services within its jurisdiction. In those instances where the Providing County’s or City’s personnel arrive on scene before the Requesting County’s or City’s personnel, the Providing County’s or City’s personnel will take only such action as determined reasonably necessary to address the emergency situation.
9. Within one hundred eighty (180) days following its initial provision of services and/or supplies pursuant to this Agreement, or on such other time schedule as is agreed upon by the Requesting and Providing Counties or Cities, a Providing County or City shall present its billing and a precise accounting of its actual costs plus indirect costs, for the provision of services and/or supplies to the Requesting County or City. If the provision of services and/or supplies pursuant this Agreement lasts longer than 180 days, the Providing County or City shall present subsequent billings at least once every 90 days. The Requesting County or City shall pay each billing within one hundred eighty (180) days of its receipt.
10. In the event of disagreement or dispute as to the amount of the bill, the requesting and providing departments/agencies will review all documentation and settle on a mutually agreed upon solution.
11. In the event the requesting and providing departments/agencies are unable to resolve the disagreement or dispute within thirty calendar days, or sooner upon joint provision of notice to their respective County or City Executive or Administrative

Officers, the requesting and receiving County or City Executive/Administrative Officers will review all documentation and settle on a mutually agreed upon solution.

12. In the event the County or City Executive/Administrative Officers are unable to resolve the disagreement or dispute within thirty calendar days, either party may pursue any and all remedies available at law or in equity.
13. Any County or City that is a party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to all of the other participating Counties and Cities.
14. The Requesting County or City shall indemnify, defend at its own expense, and hold harmless the Providing County or City and its authorized agents, officers, volunteers and employees from any and all liability claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or loses arising from acts or omissions of Requesting County or City or its authorized agents, officers, volunteers and employees during the course of Providing County or City rendering services pursuant to the Requesting County's or City's request for assistance, and for any costs or expenses incurred by the Providing County or City on account of any claim thereof.

The Providing County or City shall indemnify, defend at its own expense, and hold harmless the Requesting County or City and its authorized agents, officers, volunteers and employees from any and all liability, claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from acts or omissions of Providing County or City or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's or City's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's or City's direction), and for any costs or expenses incurred by the Requesting County or City's on account of any claim thereof.

15. Each County or City shall provide Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements with limits of not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.
16. Many of the emergency medical and health disaster personnel provided under this agreement are public employees. During disaster situations, under California Government Code Section 3100, public employees are designated as Disaster Service Workers. The Providing County's Workers' Compensation covers any work-related injuries suffered by emergency medical and health disaster personnel

resources when deployed. Emergency medical and health disaster personnel must immediately report any injury suffered while deployed to their assigned deployment supervisor, their MHOAC, and home agency.

17. Each County or City shall procure and maintain, during the entire term of this Agreement the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. Each County or City may fulfill some or all of these requirements under a plan of self-insurance:

- A. General Liability. Comprehensive General Liability Insurance protection which covers all the work and services to be performed by the Counties under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$5,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile/Aircraft/Watercraft Liability Insurance. Comprehensive Automobile/Aircraft/Watercraft Liability Insurance protection for bodily injury (including death) and property damage which provides total limits of not less than \$5,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in County's Pollution Liability policy.

18. Except as expressly stated, this Agreement expresses all understandings of the Counties and Cities concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Counties and Cities, their officers, agents or employees. This Agreement shall supersede the 1997 Inter-Region Cooperative Agreement for Emergency Medical and Health Disaster Assistance. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the signatory Counties and Cities.

19. This Agreement does not relieve any of the Counties and Cities from the necessity and obligation of using their own resources for furnishing emergency medical and health disaster services within any part of its jurisdiction.
20. A Providing County's or City's response to a request for assistance will be dependent upon the existing emergency conditions with its jurisdiction and the status of its resources.
21. This Agreement shall not be construed as, or deemed to be an agreement for, the benefit of any person or entity not a party hereto, and any person or entity who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
22. Where written notice is required under this agreement it shall be sent by Certified Mail to each Region I and VI MHOAC. Each party shall provide the RDMHC Program updated contact information when changes occur. The RDMHC Program will distribute a contact list to all parties of this agreement.
23. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
24. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

(Signatures on following pages.)

IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be executed on their behalf by their respective duly authorized officers, on the day, month and year noted.

ATTEST:

Mona Miyasato
COUNTY Executive Officer
Clerk of the Board

By: *Shuba LaGuerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: *Gregg Hart*
Chair, Board of Supervisors

Date: 12-8-20

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

By: *Van Do Reynoso*
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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Mona Miyasato
COUNTY Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Robert Geis (Nov 23, 2020 09:16 PST)
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By:  _____
Susan McKenzie (Nov 23, 2020 09:15 PST)
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By:  _____
Ryan Stanford
Risk Management