

**Reimbursement Agreement Between the County of Santa Barbara  
and the County of Los Angeles**

**Recitals:**

- a. On May 5, 2009 the Jesusita Fire ignited in an unincorporated area of the foothills above the County of Santa Barbara. The Jesusita Fire destroyed 80 homes, forced evacuation of 30,500 people and consumed 8,700 acres. The Jesusita Fire was not contained until May 20, 2009.
- b. Law Enforcement mutual aid was called upon to assist with general law enforcement, evacuation of citizens and staffing of road closures. Several agencies responded (the "Mutual Aid Agencies"), including the County of Los Angeles (Los Angeles).
- c. A mutual aid agreement was previously entered into between the Santa Barbara County Sheriff, the Los Angeles Police Department, and Los Angeles, which established the basis for receiving Cal-EMA (California Emergency Management Agency) and FEMA (Federal Emergency Management Agency) monies to partially reimburse the expenses associated with the mutual aid response. Santa Barbara County Sheriff submitted the reimbursement claims to Cal-EMA on behalf of itself and Los Angeles. The claim submitted on behalf of Los Angeles was based on the claim provided by Los Angeles.
- d. Santa Barbara County Sheriff received \$618,661 in reimbursement for the Mutual Aid Agencies, which amounts to approximately 90% of the amount claimed. \$121,476.44 is to be apportioned to Los Angeles.

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The County of Santa Barbara "COUNTY" and the County of Los Angeles "Los Angeles" agree as follows:

1. This Reimbursement Agreement shall commence upon execution by all parties and shall terminate on December 31, 2014.
2. COUNTY shall distribute to Los Angeles its share of the Cal-EMA and FEMA Jesusita Fire reimbursements for the Mutual Aid Agencies in the amount of \$121,476.44.
3. Los Angeles shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments or liabilities arising out of any audit that mandates the repayment of all or a portion of the reimbursed monies that were allocated to Los Angeles; except those claims, demands, damages, costs, expenses, judgments or liabilities resulting from the sole negligence or willful misconduct of the County.

4. Los Angeles shall notify the COUNTY immediately in the event of any audit arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Reimbursement Agreement to be effective on the date last executed.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy

BILL BROWN  
SANTA BARBARA COUNTY SHERIFF

By \_\_\_\_\_

APPROVED AS TO FORM:

DENNIS A. MARSHALL,  
SANTA BARBARA COUNTY  
COUNTY COUNSEL

By *Dennis A. Marshall*  
Deputy County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

ROBERT W. GEIS, CPA  
SANTA BARBARA COUNTY  
AUDITOR-CONTROLLER

By *Robert W. Geis*

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COUNTY OF LOS ANGELES

By Mike Antonovich  
Mayor, Board of Supervisors

ATTEST:  
SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smithman  
DEPUTY FEB 15 2011

By Lachelle Smithman  
Deputy  
FEB 15 2011

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

By Michele Jackson  
Deputy County Counsel

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

42 FEB 15 2011

Sachi A. Hamai  
SACHI A. HAMAI

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