

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.23
(ID # 5566)

MEETING DATE:

Tuesday, December 5, 2017

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve and Execute the Memorandum of Agreement for Emergency Management Mutual Aid (EMMA) between Riverside County and San Bernardino County. Districts: All [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

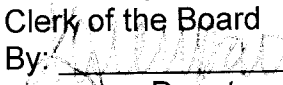
1. Approve and execute the Memorandum of Agreement (MOA) between the County of San Bernardino and the County of Riverside for Emergency Management Mutual Aid (EMMA), effective from date of execution through 10/31/2022, with option to renew for additional five year periods.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 5, 2017
xc: EMD

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ N/A	\$ N/A
NET COUNTY COST	\$ 0	\$ 0	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 17/18-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Immediately following the 1994 Northridge Earthquake, city and county emergency managers, along with the Coastal, Inland, and Southern Regions of the California Office of Emergency Services (Cal OES), developed a coordinated emergency management concept called the Emergency Management Mutual Aid/Assistance system (EMMA). EMMA provided a process to effectively augment emergency management resources for County Emergency Operations Centers (EOC), Disaster Recovery Centers and Local Assistance Centers. The purpose of this Memorandum of Agreement (MOA) is to provide emergency management support through personnel, equipment and supplies to Riverside and San Bernardino Counties during an emergency. This pre-disaster agreement will assist with response and recovery for the whole community without imposing an additional response burden on the impacted jurisdiction. Once this MOA is executed by both parties, there will be no need for a post-disaster MOA. This agreement is in accordance with the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA).

Riverside County has been working in collaboration with Cal OES and Operational Areas (OA) across the state on the update of the statewide EMMA Plan. During the planning process, it became apparent to all involved the need to establish pre-disaster mutual assistance agreements in order to identify resources in advance of an emergency response or catastrophic disaster to save time and personnel in finding vital resources. The establishment of this agreement will allow for either San Bernardino County or Riverside County to call upon each other and request or supply resources during an emergency response.

Impact on Residents and Businesses

Entering into a pre-event agreement for mutual aid will benefit the residents and businesses of Riverside County by providing for a more efficient and effective response to emergencies and natural disasters. It will also streamline the process for cost recovery related to mutual aid.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



Gregory F. Priamos, Director County Counsel 11/21/2017

**MEMORANDUM OF AGREEMENT FOR
EMERGENCY MANAGEMENT MUTUAL ASSISTANCE (EMMA)
BETWEEN RIVERSIDE COUNTY, SAN BERNARDINO COUNTY AND SAN
BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

This Memorandum of Agreement (hereafter "Agreement") is made and entered into by and among the signatory Counties of Riverside and San Bernardino and the San Bernardino County Fire Protection District. This Agreement shall be effective from the date of execution through 12/31/2022. At the option of the parties, this Agreement may be renewable for successive periods, not to exceed five (5) years each, to be memorialized in an amendment to this Agreement.

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

WHEREAS, it is desirable that each of the parties hereto should aid and assist each other in the event that a disaster occurs, by the interchange of services and equipment to cope with emergency management related tasks and activities; and

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

WHEREAS, this Agreement recognizes both county's Operational Area Agreements and jurisdictions, both public and private, capable of providing emergency management services; and

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

WHEREAS, mutual assistance resources may be requested by either party in accordance with the California Disaster and Civil Defense Master Mutual Aid Agreement, and the California Emergency Services Act to provide mutual assistance in support of the emergency, disaster or catastrophic event; and

WHEREAS, each county recognizes with mutual assistance there may be reasonable costs associated with services provided but not limited to, personnel, equipment, and supplies used in assisting any county participating in this Agreement.

NOW THEREFORE, it is agreed as follows:

1. Cooperatively, both counties use a system that includes an emergency organization structure, an information flow process, and forms necessary to coordinate the formal request, assignment, deployment, and demobilization of EMMA resources.

2. In responding to the request of an affected county ("Requesting County"), the assisting county ("Assisting County") shall provide assistance to the extent it is reasonably available to meet the requested needs.
3. The Requesting County shall request assistance once it has committed all its resources or anticipates full commitment to an emergency; or if the Requesting County has a unique need prior to the initiation of a mutual assistance request, this does not require actual exhaustion of all resources.
4. The Requesting County shall be financially responsible for the costs of personnel, equipment, and supplies received pursuant to the Requesting County's request for such assistance. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Assisting County.
5. Within one hundred eighty days (180) following its provision of services and supplies for a disaster or catastrophic event, an Assisting County shall present its billing and a precise accounting of its actual costs for the incident to the Requesting County. The Requesting County shall pay this billing within one hundred eighty (180) days of its receipt unless otherwise agreed to in writing by the Assisting and Requesting County.
6. Any party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other parties. Notwithstanding notice of termination, any outstanding claims shall be resolved in full as stipulated in section 5.
7. A Requesting County agrees to indemnify, defend at its own expense, and hold harmless the Assisting County 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 its authorized agents, officers, volunteers and employees during the course of Assisting County rendering services pursuant to the Requesting County's request for assistance, and for any costs or expenses incurred by the Assisting County on account of any claim thereof. An Assisting County agrees to indemnify, defend at its own expense, and hold harmless the Requesting County 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 Assisting County or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's direction), and for any costs or expenses incurred by the Requesting County on account of any claim thereof.

8. The Agreement expresses all understandings of the Parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees. 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 parties.
9. This Agreement shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid/assistance contracts between any of the counties for fire and rescue services, law enforcement, EMS, or medical/public health services. This Agreement is only specific to emergency management resources; to the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Date: DEC 05 2017

ATTEST:
Kecia Harper-Ihem, Clerk

By: [Signature]
Deputy

COUNTY OF RIVERSIDE
By: [Signature]
Chairperson
JOHN TAVAGLIONE
Board of Supervisors

Date: ~~DEC~~ 13 2018

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 11/21/17
MARSHA L. VICTOR DATE

COUNTY OF SAN BERNARDINO
By: [Signature]
Chairperson
Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LAURA H. WELCH Clerk of the Board of Supervisors of the County of San Bernardino
By: [Signature]
Deputy


**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

March 13, 2018

**FROM: GARY MCBRIDE, Chief Executive Officer
County Administrative Office**

**SUBJECT: MEMORANDUM OF AGREEMENT FOR EMERGENCY MANAGEMENT
MUTUAL ASSISTANCE**

RECOMMENDATION(S)

Approve a Memorandum of Agreement No. 18-117 between the County of Riverside and the County of San Bernardino for Emergency Management Mutual Assistance from March 13, 2018 through December 31, 2022, with the option to renew for successive periods not to exceed five years each.

(Presenter: Michael Antonucci, Emergency Services Manager, 356-3998)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES

Improve County Government Operations.

Operate in a Fiscally-Responsible and Business-Like Manner.

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies.

FINANCIAL IMPACT

Approval of this item will not result in the need for additional Discretionary General Funding (Net County Cost) as the recommended agreement establishes a reimbursement process between the counties for emergency management resources.

BACKGROUND INFORMATION

Immediately following the 1994 Northridge earthquake, city and county emergency managers, along with the Coastal, Inland and Southern Regions of the California Governor's Office of Emergency Services, developed a coordinated emergency management concept called the Emergency Management Mutual Assistance (EMMA) system. The purpose of EMMA, which was developed in accordance with California's Mutual Aid Assistance Agreement, is to provide emergency management personnel and technical specialists to support the disaster operations of an affected jurisdiction with an enhanced understanding of the circumstances and the process under which reimbursement may occur. The EMMA allows jurisdictions to enter into agreements

Page 1 of 2

cc: OES - Antonucci w/ agree
Contractor c/o OES w/ agree
CAO - McBride w/ agree
CAO - Forster
File - w/ agree
MR 03/22/2018

ITEM 14

Record of Action of the Board of Supervisors
APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	<u>AYE</u>	<u>AYE</u>	<u>ABSENT</u>	<u>MOVE</u>	<u>SECOND</u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY 

DATED: March 13, 2018

Contract Number

18-117

SAP Number

The County of San Bernardino

Department Contract Representative	<u>Michael Antonucci</u>
Telephone Number	<u>(909) 356-3998</u>
Contractor	<u>The County of Riverside</u>
Contractor Representative	<u>John Tavaglone</u>
Telephone Number	<u>(951) 955-1010</u>
Contract Term	<u>5 Years</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>N/A</u>

Briefly describe the general nature of the contract:

This contract allows for the mutual assistance of Emergency Management functions between the County of Riverside and the County of San Bernardino when it is reasonably available to meet the requested needs.

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p>▶ <u><i>Carol Greene</i></u> Carol Greene, Supervising Deputy County Counsel</p> <p>Date <u>2-28-16</u></p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ <u><i>Mark A. Hartwig</i></u> Mark A. Hartwig, Fire Chief/Fire Warden</p> <p>Date _____</p>
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CALL (951) 368-9222
EMAIL legals@pe.com

THE PRESS-ENTERPRISE

DATE	ORDER NUMBER	PONumber	PRODUCT	SIZE	Amount
12/15/17	0011053074		PE Riverside	4 x 56 Li	291.20
12/16/17	0011053074		PE Riverside	4 x 56 Li	268.80
12/17/17	0011053074		PE Riverside	4 x 56 Li	268.80
12/18/17	0011053074		PE Riverside	4 x 56 Li	268.80
12/19/17	0011053074		PE Riverside	4 x 56 Li	268.80
12/20/17	0011053074		PE Riverside	4 x 56 Li	268.80
12/21/17	0011053074		PE Riverside	4 x 56 Li	268.80
12/22/17	0011053074		PE Riverside	4 x 56 Li	268.80
12/23/17	0011053074		PE Riverside	4 x 56 Li	268.80
12/24/17	0011053074		PE Riverside	4 x 56 Li	268.80

Invoice text: Notice Inviting Bids Slurry Seal

RECEIVED RIVERSIDE COUNTY
 CLERK OF SUPERVISORS
 2018 JAN -2 PM 1:40

*Transp.
3.32 of 12/05/17*

Placed by: Karen Lynn Barton

Legal Advertising Memo Invoice

BALANCE DUE
2,710.40

SALES/CONTACT INFORMATION	ADVERTISER INFORMATION			
	BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
Nick Eller 951-368-9229	12/24/2017	5209148	5209148	BOARD OF SUPERVISORS

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

ADVERTISER/CLIENT NAME		
BOARD OF SUPERVISORS		
BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER
12/24/2017	5209148	5209148
BALANCE DUE	ORDER NUMBER	TERMS OF PAYMENT
2,710.40	0011053074	DUE UPON RECEIPT


THE PRESS-ENTERPRISE
 Legal Advertising Memo Invoice

BILLING ACCOUNT NAME AND ADDRESS

REMITTANCE ADDRESS

BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE
 'PO BOX 1147'
 RIVERSIDE, CA 92502

CALIFORNIA NEWSPAPERS PARTNERSHIP
 Riverside Press-Enterprise
 PO BOX 54880
 LOS ANGELES CA 90054-0880

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Notice Inviting Bids Slurry Seal /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

**12/15, 12/16, 12/17, 12/18, 12/19, 12/20, 12/21, 12/22, 12/23,
12/24/2017**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: December 24, 2017
At: Riverside, California


Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011053074-01

P.O. Number:

Ad Copy:

Notice to Bidders

County of Riverside, herein called Owner, invites sealed proposals for:

**Slurry Seal Project
For Fiscal Year 2017/2018 Part 2**

**District 4
Project No. C8-0009**

**District 5
Project No. C8-0010**

Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, **January 3, 2018** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **October 2017**, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$20.00 per set with 11" x 17" plans, plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase at the above noted location.

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract or perform work on any contract for public work, after April 1, 2015, without proof of current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

The Contractor is required to have a Class "A" or "C12" or "C-32" license at the time of bid submission.

Engineering Estimate:	\$2,219,000 - \$2,589,000	(Base Bid)
	\$ 496,000 - \$ 579,000	(Alternate Bid Schedule 1)
	\$ 42,000 - \$ 49,000	(Alternate Bid Schedule 2)

Bid Bond	10 %
Performance Bond	100 %
Payment Bond	100 %
Working Days	55 Working Days
Website:	http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids

Alternative formats available upon request to individuals with disabilities.

Dated: December 11, 2017
KECIA HARPER-IHEM
Clerk of the Board of Supervisors
By: Karen Barton, Board Assistant

12/15 - 12/24