

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



ITEM
3.17
(ID # 9079)

MEETING DATE:

Tuesday, February 26, 2019


FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve and Execute the California Mutual Aid Region VI Intra-Region Cooperative Agreement for Emergency Medical and Health Disaster Services. [Districts: All] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the California Mutual Aid Region VI Intra-Region Cooperative Agreement for Emergency Medical and Health Disaster Services, effective from date of execution through June 30, 2023, with option to renew for successive periods not to exceed five (5) years each.

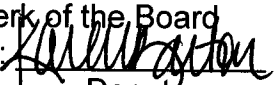
ACTION: Policy


Bruce Barton, EMD Director 2/6/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 26, 2019
xc: EMD

Kecia Harper
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	\$ 0	
NET COUNTY COST	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 18/19-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

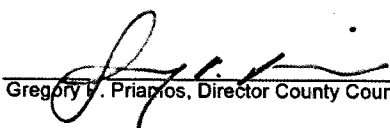
Riverside County is a signer on the 1990 Region VI Disaster Medical/Health System Inter-County Cooperative Agreement. This new cooperative agreement will supercede the 1990 agreement and allow the Region VI Counties (Imperial, Inyo, Mono, Riverside, San Bernardino, San Diego) to request and move resources as well as recover cost in a timely manner.

The purpose of this Memorandum of Agreement (MOA) is to provide medical and health support through personnel, equipment and supplies to/from Riverside and the other five Region VI 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 agreement is executed by the 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 state entities and Operational Areas (OA) across the state on the update of mutual assistance plans. During the planning process, it became apparent to establish pre-disaster mutual assistance agreements to save time and personnel in finding vital resources. The establishment of this agreement will allow the Region VI Counties 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 assistance 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 assistance.



 Gregory T. Priamos, Director County Counsel 2/6/2019

**California Mutual Aid Region VI
Intra-Region Cooperative Agreement
For Emergency Medical and Health Disaster Services**

This Agreement is made and entered into effective this 26th day of February 2019 by and between the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region VI, that have executed this Agreement, including the Counties of Imperial, Inyo, Mono, Riverside, San Bernardino and San Diego (hereinafter referred to individually as the "County" and collectively as the "Counties") and shall take effect as provided in paragraph 2 below.

RECITALS

WHEREAS, there exists a great potential for a medical and health emergency, disaster 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 by providing assistance to the extent it is reasonably available and possible without compromising each County's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS); and

WHEREAS, the OES Region VI Regional Disaster Medical Health Coordinator (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 VI when so requested by an affected County of Region 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 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 for those agencies within their respective jurisdictions capable of providing emergency medical and health disaster services; and

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

WHEREAS, each County enters into this Agreement for the prudent use and reimbursement of emergency medical and health disaster services, resources, supplies and/or equipment utilized in assisting any County participating in this Agreement with emergency management related tasks and activities.

FEB 26 2019

3.17

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 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. **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
5. **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.
6. **California Public Health and Medical Emergency Operations Manual (EOM):** The EOM was developed by a workgroup of representatives and subject matter experts from local and state medical and health agencies. The EOM provides guidance on the roles, procedures, and coordination between California's many partners in the Public Health and Medical System.
7. **1997 Inter-Region Cooperative Agreement:** An inter-region Agreement 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 within OES Mutual Aid Region I and Region VI. The 11 signatory counties include: Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.
8. **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.
9. **Providing County:** The government entity providing medical and health services, resources, supplies and/or equipment.

10. Requesting County: The government entity requesting medical and health services, resources, supplies and/or equipment.

NOW THEREFORE, it is agreed as follows:

1. This Agreement is made by and between the Counties with respect to services provided by each County's Public Health, Emergency Medical Services, Behavioral/Mental Health, Environmental Health 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 through June 30, 2023. At the option of all executing Counties, this Agreement may be renewed for successive periods not to exceed five (5) years each.
3. The MHOAC, the Local Health Officer, EMS Administrator or authorized designee from an affected County within OES Region VI may request emergency medical and health disaster services through the OES Region 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). A request for assistance pursuant to this Agreement that is submitted and mediated by the RDMHC Program to arrange for specific coordinated resources by one or more Providing Counties, shall establish a formal request by the Requesting County for purposes of initiating both Providing County mutual assistance and Requesting County financial responsibility obligations.
4. In responding to the request of an affected County (hereinafter referred to as "Requesting County") or to OES Region VI as a whole, each Providing County (hereinafter referred to as "Providing County") 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 shall be financially responsible for costs incurred by the Providing County in paying emergency medical and health disaster personnel assisting the Requesting County; and for associated travel-related expenses such as lodging, mileage and meals at the Providing County's rates. For resource requests that include supplies and consumables, the Providing County will be financially responsible for the actual costs of the supplies and consumables used by personnel who responded to Requesting County's request for such assistance. In addition, the Requesting County shall be financially responsible for up to ten percent of the responding personnel salary and benefits as indirect costs of the Providing County's administration staff directly responsible for documentation and county to county financial reimbursement submission efforts. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Providing County.

6. Where equipment is furnished, the Requesting County shall be financially responsible for amortizing a reasonable portion of the lifetime costs of that equipment (if requested to do so by the Providing County), for repairing any damage that occurs, and for replacing any equipment lost, stolen or destroyed while such equipment is furnished to and operated directly by the Requesting County.
7. Release or reassignment of assistance personnel, supplies and equipment among the Counties in OES Region VI, shall be coordinated by the Region VI RDMHC Program, the Requesting County and the Providing County.
8. The Requesting County is the controlling authority for use of emergency medical and health disaster services within its jurisdiction. In those instances where the Providing County's personnel arrive on scene before the Requesting County's personnel, the Providing County's personnel will take only such action as determined reasonably necessary to address the emergency situation. For purposes of paragraph 14 of this agreement, the actions and omissions of Providing County's personnel after Requesting County's personnel arrive on scene and assert controlling authority over Providing County's personnel shall be presumed to be at the Requesting County's direction.
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, a Providing County 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. If the provision of services and/or supplies pursuant this Agreement lasts longer than 180 days, the Providing County shall present subsequent billings at least once every 90 days. The Requesting County 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 MHOACs will review all documentation and settle on a mutually agreed upon solution, consistent with paragraph 5 of this agreement.
11. In the event the requesting and providing MHOACs are unable to resolve the disagreement or dispute within thirty calendar days, or sooner upon joint provision of notice to their respective County Executive or Administrative Officers, the requesting and receiving County Executive/Administrative Officers will review all documentation and settle on a mutually agreed upon solution, consistent with paragraph 5 of this agreement.
12. In the event the County 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 that is a party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other participating Counties.

14. The Requesting County shall indemnify, defend at its own expense, and hold harmless the Providing County and its authorized agents, officers, volunteers and employees from any and all liability claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses (collectively, "Claims") arising from acts or omissions of Requesting County or its authorized agents, officers, volunteers and employees during the course of Providing County rendering services pursuant to the Requesting County's request for assistance. Providing County shall promptly notify Requesting County of any asserted Claims known to Providing County that may be subject to defense or indemnification by Requesting County, and shall assert all available defenses and shall not concede liability or settle any such Claims until Requesting County has had a reasonable opportunity to acknowledge or disclaim its obligation to defend and indemnify Providing County. Providing County shall cooperate in the defense of any Claims which Requesting County decides to defend.

The Providing County shall 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, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses (collectively, "Claims") arising from acts or omissions of Providing 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). Requesting County shall promptly notify Providing County of any asserted Claims known to Requesting County that may be subject to defense or indemnification by Providing County, and shall assert all available defenses and shall not concede liability or settle any such Claims until Providing County has had a reasonable opportunity to acknowledge or disclaim its obligation to defend and indemnify Requesting County. Requesting County shall cooperate in the defense of any Claims which Providing County decides to defend.

If a Claim is asserted against or potentially implicates both Requesting County and one or more Providing Counties based on asserted concurrent acts, errors, omissions or negligence, whether active or passive, the counties shall cooperate in the defense or settlement of the claim, shall each bear their own defense costs, and shall apportion any cost or liability among themselves as adjudicated by a court or as agreed for Claims that are settled. However, no Providing County shall have any liability for acts or omissions that are a direct result of a Requesting County's direction, and no county shall have any obligation to defend or indemnify another county from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of the other county or its Related Parties.

15. Each County shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. The Providing County's Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of Requesting County for all work and services provided by Providing County pursuant to 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 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 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 concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Counties, their officers, agents or employees. This Agreement does not replace, but exists as a supplement to 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.
19. This Agreement supersedes the 1990 Region VI Disaster Medical/Health System Inter-County Cooperative Agreement and shall in no way affect or have any bearing on any preexisting resource assistance or mutual assistance made individually by any of the Counties to include but not limited to fire and rescue services, law enforcement, and emergency management. To the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.
20. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and health disaster services within any part of its jurisdiction.
21. A Providing County's response to a request for assistance will be dependent upon the existing emergency conditions with its jurisdiction and the status of its resources.
22. 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.
23. Where written notice is required under this agreement it shall be sent by Certified Mail to each Region 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.
24. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.


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.

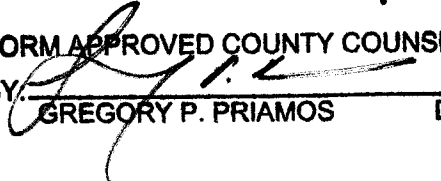
(County)

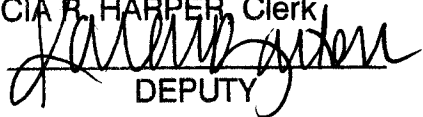
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF RIVERSIDE

Date: FEB 26 2019

By: 
Kevin Jeffries, Chairman
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY:  2/6/19
GREGORY P. PRIAMOS DATE

ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY