

PART THREE—LEGAL DOCUMENTS

TABLE OF CONTENTS

1. Orders and Regulations that may be Selectively Promulgated by the Governor During a State of Emergency; B. Orders and Regulations Promulgated by the Governor to Take Effect upon the Existence of a State of War Emergency
2. Local and State Emergency Proclamations
3. Good Samaritan Liability
4. California Disaster and Civil Defense Master Mutual Aid Agreement Resolution No. 71-91C Resolution of the City Council of the City of Simi Valley Adopting Said Agreement
5. Resolution No. 71-100C Resolution of the City Council of the City of Simi Valley appointing the City Manager as Civil Defense Director and Mutual Aid Representative.
6. Resolution No. 71-112 – Resolution of the City Council of the City of Simi Valley Relative to Workmen=s Compensation Benefits for Registered Volunteer “Disaster Service Workers”
7. Resolution No. 71-114 – Resolution of the City Council of the City of Simi Valley, State of California, Entering into the Unified Disaster Agreement By And Between the County of Ventura and Those Cities Signatory Thereto.
8. Ordinance No. 94CCity of Simi Valley’s Ordinance Relating to Emergency Organization and Functions
9. Resolution No. 72-70 – Joining the Region I-A Law Enforcement Mutual Aid Pact.
10. Ventura County Unified Disaster Agreement, 1984
11. Ventura County Operational Area Agreement, 1996
12. Mutual Aid Agreement for Emergency Building and Safety Services - Agreement No. 96-89 - Resolution of the City Council of the City of Simi Valley Adopting Said Agreement
13. ~~Financial Computer Systems Mutual Aid Agreement (Removed 1-12-2002)~~
14. Public Works Mutual Aid Agreement - Agreement No. 98-6C Resolution of the City Council of the City of Simi Valley Adopting Said Agreement
15. City of Simi Valley Resolution No. 2001-37 adopting the SEMS Multihazard Functional Plan, June 2001.
16. City of Simi Valley Resolution No. 2006-53 adopting the National Incident Management System, September 2006

Extracted from the California Emergency Plan

ORDERS AND REGULATIONS WHICH MAY BE SELECTIVELY PROMULGATED BY THE GOVERNOR DURING A STATE OF EMERGENCY

Order 1 (Employment)

It is hereby ordered that the period of employment for State Personnel Board emergency appointments, as provided in Section 19120 of the Government Code and State Personnel Board Rules 301-303, be waived for positions required for involvement in emergency and/or recovery operations. The requirements and period of employment for such appointments will be determined by the Director, California Office of Emergency Services, but shall not extend beyond the termination date of said State of Emergency.

Order 2 (Medical Supplies)

It is hereby ordered that in the area proclaimed to be in a State of Emergency and/or that specific area(s) designated by the Director, California Office of Emergency Services, outside of the proclaimed area(s) but which is (are) essential to the relief and aid of the lives and property within the proclaimed area, all drugs and medical supply stocks intended for wholesale distribution shall be held subject to the control and coordination of the Department of Health Services, Food and Drug Section. Authority imparted under this Order, and specific to the proclaimed emergency, shall not extend beyond the termination date of said State of Emergency.

Order 3 (Salary Payment)

It is hereby ordered that during the proclaimed State of Emergency appropriate parts of Sections 18020-18026 of the Government Code and State Personnel Board Rules 130-139 be waived to permit cash compensation to personnel whose work is designated by the Director, California Office of Emergency Services, as essential to expedite emergency and recovery operations for all time worked over the employee's regular workweek, at a rate of 1-1/2 times the regular rate of pay. The Director, Office of Emergency Services, will also designate the beginning and ending dates for such overtime for each individual involved. This waiver shall not extend beyond the termination date of said State of Emergency.

Order 4 (Bonding)

It is hereby ordered that, in the area proclaimed to be in a State of Emergency and/or that specific area(s) designated by the Director, California Office of Emergency Services, outside of the proclaimed area(s) but which is (are) essential to the relief and aid of the lives and property within the proclaimed area, the provisions of Sections 3247-3258 of the Civil Code relating to state contracting bonding requirements for the performance of heavy rescue, debris removal, expedient construction, preparation of mobile home sites, and related activities are suspended. This suspension shall not extend beyond the termination date of said State of Emergency.

Order 5 (Temporary Housing)

It is hereby ordered that in the area proclaimed to be in a State of Emergency and/or that specific area(s) designated by the Director, California Office of Emergency Services, outside of the proclaimed area(s) but which is (are) essential to the relief and aid of the lives and property within the proclaimed area, those zoning, public health, safety, or intrastate transportation laws, ordinances, regulations, or codes which the Director, California Office of Emergency Services, determines impair the provision of temporary housing be suspended for a time not to exceed 60 days, after the proclaimed State of Emergency and authorization by the President upon the declaration of a Major Disaster for the Temporary Housing Program as prescribed in Section 404 of Public Law 93-288 and Section 8654(a) of the Government Code.

Order 6 (Petroleum Fuels)

It is hereby ordered that in the area proclaimed to be in a State of Emergency and/or that specific area(s) designated by the Director, California Office of Emergency Services, outside of the proclaimed area(s) but which is (are) essential to the relief and aid of the lives and property within the proclaimed area, distribution of intra-state petroleum stocks including those in refinery storage, major distribution installations and pipeline terminals, shall be held subject to the control and coordination of the Energy Resources Conservation and Development Commission. Petroleum stocks may be prioritized and diverted for use into a disaster area or in support of disaster mitigation operations. Any and all actions taken shall be at the discretion and judgment of the State Fuel Allocator, California Energy Commission, for use in disaster mitigation. Such actions shall be coordinated with and prioritized by the Director, Office of Emergency Services, but shall not extend beyond the termination date of said State of Emergency.

Order 7 (Banking)

It is hereby ordered that in the area proclaimed to be in a State of Emergency and/or that specific area(s) designated by the Director, California Office of Emergency Services, outside of the proclaimed area(s) but which is (are) essential to the relief and aid of the lives and property within the proclaimed area, all banks will take emergency operating actions pursuant to Section 1916 of the Financial Code. Actions taken under this Order, and specific to the proclaimed emergency, shall not extend beyond the termination date of said State of Emergency.

Extracted from the California Emergency Plan

ORDERS AND REGULATIONS PROMULGATED BY THE GOVERNOR TO TAKE EFFECT UPON THE EXISTENCE OF A STATE OF WAR EMERGENCY

Order 1 (Orders and Regulations in Effect)

It is hereby ordered that the following orders and regulations, numbered 2 through 12, having been duly made in advance of a State of War Emergency, approved by the California Emergency Council, and filed with the Secretary of State and the county clerk of each county, shall take full effect upon the existence of a State of War Emergency and shall remain in full force and effect until amended or rescinded or until termination of said State of War Emergency. (See Section 8567(a), (b), and (d), State Emergency Services Act.)

Order 2 (Warning)

It is hereby ordered that, immediately upon the existence of a State of War Emergency, all counties, cities and counties, and cities of the State will immediately sound the indicated warning signal and/or take all other appropriate actions to warn residents. The warning signals necessary to effectuate this action shall be those prescribed by the Federal Government for this purpose.

Order 3 (Authority and Implementation under State of War Emergency)

It is hereby ordered that the Director of the Office of Emergency Services is authorized and directed to act on behalf of the Governor and in the name of the State of California in implementing and operating the California War Emergency Plan; and he is authorized to assume command and control of operations within the state in accordance with such plan, insofar as adherence to such plan is adequate, and to deviate from such plan, as directed by the Governor or to the extent and in such manner as he may deem necessary for the protection of life, property, and resources of or within the state against unforeseen circumstances or hazards which, by reason of their character or magnitude, are beyond the scope of such plan; and

It is further ordered that the Director of the Office of Emergency Services is authorized to delegate such powers as are herein granted, or as authorized under Article 5 of the California Emergency Services Act, to personnel of his office as he may deem necessary, and such personnel may act on behalf of and in the name of the Director of the Office of Emergency Services in carrying out any authority so delegated.

Order 4 (Personnel)

It is hereby ordered that all public employees or persons holding positions of responsibility in the State or in accredited local emergency organizations, and all registered disaster service workers, and all unregistered persons impressed into service during a State of War Emergency by a person having the authority to command the aid of citizens in the execution of his duties, are hereby declared to be members of the Statewide War-Emergency Organization; and

It is further ordered that all officials of local political subdivisions of the State and all registered disaster service workers who perform duties in the State or Regional emergency operations headquarters are hereby declared to be personnel of the State War-Emergency Organization for the period of the State of War Emergency, subject to the direction of the Governor, the Director of the Office of Emergency Services, and/or the Manager of the regional headquarters to which such persons are assigned or attached; and

It is further ordered that all officials and registered disaster service workers heretofore designated as Coordinators or as staff personnel of Operational Area organizations, which have been ratified by the California Emergency Council, are hereby declared to be personnel of the State War Emergency Organization.

Order 5 (War Powers)

It is hereby ordered that the governmental functions for the protection of lives, property, and resources of the State and of every political subdivision thereof shall continue in full force and effect, and all duly constituted officials of the State and of every political subdivision thereof shall continue to discharge their responsibilities and shall comply with, enforce, and assume the responsibility for implementing such regulations and orders not inconsistent with or contradictory to rules, regulations, or orders issued by the President of the United States or the Commanding General, Sixth United States Army, as are now or may hereafter be promulgated by the Governor, in accordance with approved plans and procedures.

Order 6 (Sales Restrictions)

It is hereby ordered that, in accordance with national and state policy, as reflected in the General Freeze Order, Part A, California Emergency Resources Management Plan, all retail sales and transfers of consumer items are prohibited for a period of at least five days following the onset of a State of War Emergency, except for the most essential purposes as determined by federal, state, or local authorities and except for essential health items and perishables in danger of spoilage.

Order 7 (Alcohol Sales)

It is hereby ordered that the sale of alcoholic beverages shall be discontinued immediately.

Order 8 (Petroleum Sales)

It is hereby ordered that all petroleum stocks for California distribution, including those in refinery storage, major distributing installations, and pipe line terminals, shall be held subject to the control of the State Petroleum Director; and

It is further ordered that, following the period of prohibition of sales imposed by Order 6, retail outlets for petroleum products shall operate in accordance with rules and regulations prescribed by the State Petroleum organization as outlined in Part B-VII of the California Emergency Resources Management Plan.

Order 9 (Food Sales)

It is hereby ordered that all wholesale foodstocks, including those under the control of processors, wholesalers, agents and brokers, be held subject to the control of the State Food Director, except that:

- (1) Fresh fluid milk, fresh vegetables, and bread are not subject to this order; and
- (2) Supplies necessary for immediate essential use, on the basis of 2000 calories per person per day, of persons in homes or in mass care centers, restaurants, hotels, hospitals, public institutions, and similar establishments feeding approximately 100 persons or more per day, may be obtained from wholesale and/or retail sources upon approval by local authorities operating in accordance with existing state and federal food supply policies; and

It is further ordered that, following the period of prohibition of sales imposed by Order 6, retail outlets for foodstocks shall operate in accordance with rules and regulations prescribed by the State Food Organization as outlined in Part B-III of the California Emergency Resources Management Plan.

Order 10 (Medical Supplies)

It is hereby ordered that all drugs and medical supply stocks in California, intended for wholesale distribution, shall be held subject to the control of the Chief, State Emergency Medical and Health Organization; and

It is further ordered that, following the period of prohibition of sales imposed by Order 6, retail outlets for drugs and medical supplies shall operate in accordance with rules and regulations prescribed by the State Emergency Medical and Health Organization as outlined in Part B-IV of the California Emergency Resources Management Plan.

Order 11 (Banking)

It is hereby ordered that all banks will take emergency operating actions pursuant to Sections 1915 and 1916 of the Financial Code.

Order 12 (Rent Control/Rationing)

It is hereby ordered that, pursuant to the California Emergency Resources Management Plan, Part B-II, Economic Stabilization, and in conjunction with the lifting of the General Freeze Order as referred to in Order 6, price and rent control and consumer rationing will be invoked and administered by the State Economic Stabilization Organization. Rationed items may include those identified in the list of essential survival items contained in Part A, California Emergency Resources Management Plan, and such other items as may be in short supply.

LOCAL AND STATE EMERGENCY PROCLAMATIONS

LOCAL EMERGENCY PROCLAMATIONS/RESOLUTIONS

When there is a condition of extreme peril or potential peril to the safety of persons and property, and the condition is beyond the capability of the local forces to control effectively, the local governing body (City Council, Board of Supervisors or a person authorized by ordinance) may proclaim that a local emergency exists. A local emergency may be proclaimed to exist due to a specific situation, such as flood, fire, storm, earthquake, epidemic, drought, sudden and severe energy shortage, or other condition. The type of disaster, date of occurrence and area affected are to be identified. (See examples of local emergency proclamations/resolutions in **Exhibits 1, 2 and 3.**) A copy of the resolution must be provided to the Ventura County Operational Area for transmission to State OES.

To qualify for assistance under the state Natural Disaster Assistance Act (NDAA), such proclamations must be made within 10 days of the event.

The governing body must review the need for continuing the Local Emergency Proclamation at least every 14 days.

The Proclamation of a Local Emergency:

- ☐ Gives public employees and governing bodies certain legal immunities for emergency actions taken.
- ☐ Enables local agencies to request state assistance under the State NDAA.
- ☐ Allows the chief executive or other authorized official designated by local ordinance to:
 - Establish curfews.
 - Take any measures necessary to protect and preserve public health and safety.
 - Exercise all authority granted by local ordinance.

LOCAL RESOLUTION REQUESTING STATE DIRECTOR, OFFICE OF EMERGENCY SERVICES, CONCURRENCE IN LOCAL EMERGENCIES

Following the proclamation of a local emergency and in the event public real property has been damaged or destroyed and assistance is needed in the repair and restoration, the governing body may request the State OES Director to concur in their proclamation of a local emergency and to provide assistance under the California Natural Disaster Assistance Act (NDAA). The resolution must indicate the nature and date of the emergency, and the person designated to receive, process and coordinate all aid. The resolution will be sent to State OES through the Ventura County

Operational Area (see Exhibit 6).

To assist the State OES Director in evaluating the situation, and in making a decision on whether or not to concur in the local emergency, the following is required to accompany the resolution:

- Certified copy of Local Emergency Proclamation (see Exhibits 1, 2 or 3).
- Damage Assessment Summary

Note: The Local Emergency proclamation must be made within 10 days of the occurrence to qualify for assistance under the State Natural Disaster Assistance Act. Financial assistance available under the NDAA is administered by State OES.

Financial assistance available:

- Assistance to repair, restore, reconstruct or replace public real property or public facilities belonging to local agencies damaged as a result of natural disasters;
- Indirect costs; and
- Direct costs of grant administration.

STATE OF EMERGENCY/PRESIDENTIAL DECLARATION

Resolution Requesting Governor to Proclaim a State of Emergency

After a proclamation of a local emergency, the governing body of the city or county, having determined that local forces are unable to mitigate the situation, may request by resolution that the Governor proclaim a state of Emergency in the area to invoke mandatory mutual aid and provide state assistance under NDAA (see Exhibits 4 and 5). A copy of the request for a Governor's Proclamation, with the following supporting data, will be forwarded to the State OES Director through the Ventura County Operational Area.

- Certified copy of the local emergency proclamation (see Exhibits 1, 2 and 3).
- Damage Assessment Summary (to be provided if state financial assistance under provisions of the Natural Disaster Assistance Act is requested).

Financial assistance available:

- Eligible disaster response costs;
- Assistance to repair, restore, reconstruct or replace public real property or public facilities belonging to local agencies damaged as a result of natural disasters;

- Indirect costs; and
- Direct costs of grant administration.

The Office of Emergency Services prepares a recommendation as to the action that should be taken by the Governor. If the action recommends a Governor's Proclamation, OES prepares the proclamation.

Presidential Declaration

Following the above procedures, the governing body of the local jurisdiction may also pass a resolution (see **Exhibit 5**) asking the State OES Director to recommend that the Governor request a Presidential Declaration of a Major Disaster under the authority of Public Law 93-288.

The Governor's Request to the President is submitted through the Federal Emergency Management Agency (FEMA). Supplementary justification data may be required to accompany the local resolution (certified copy) and Damage Assessment Survey.

Financial assistance available:

- Individual assistance to the private sector;
- Matching fund assistance for cost sharing required under federal disaster assistance programs (subject to state eligible project criteria);
- Local agency overtime costs and the costs of supplies used during eligible disaster response projects;
- Assistance to repair, restore, reconstruct or replace public real property or public facilities belonging to local agencies damaged as a result of natural disasters;
- Indirect costs; and
- Direct costs of grant administration.

LOCAL PROCLAMATION OF TERMINATION OF LOCAL EMERGENCY

The governing body must review the need for continuing the local Emergency Proclamation at least every 14 days, and proclaim the termination at the earliest possible date (see **Exhibit 7**).

SAMPLE EMERGENCY PROCLAMATION FORMS

The following suggested resolutions were developed by State OES to carry out the authority granted in Section 6 of the City of Simi Valley Ordinance No. 94 Relating to Emergency Organization and Functions. As the provisions of the emergency ordinance in effect in any particular city or county may differ, it is suggested that these resolutions be reviewed prior to the occurrence of any emergency by the city attorney concerned, and such changes made as may be

necessary to bring them into conformance with the emergency ordinance of the particular city. **Government Code Section No. 8630:** "A local emergency may be proclaimed only by the governing body of a county, city and county, or city or by an official so designated by ordinance adopted by such governing body. Whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing body. The governing body shall review, at least every 14 days until such local emergency is terminated, the need for continuing the local emergency and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant."

When a county proclaims a local emergency pursuant to Section 8630 of the Government Code, based upon conditions which include both incorporated and unincorporated territory of the county, it is not necessary for the cities to also proclaim the existence of a local emergency independently. Further, cities within a county are bound by county rules and regulations adopted by the county pursuant to Section 8634 of the Government Code during a county proclaimed local emergency when the local emergency includes both incorporated and unincorporated territory of the county even if the cities do not independently proclaim the existence of a local emergency.

- Exhibit 1 - Resolution Proclaiming Existence of a Local Emergency (by City Council).**
- Exhibit 2 - Resolution Proclaiming Existence of a Local Emergency (by Director of Emergency Services or other person designated in ordinance).
Must be ratified by governing body within 7 days.**
- Exhibit 3 - Resolution Confirming Existence of a Local Emergency (used by a City Council within 7 days to ratify the proclamation of local emergency issued by the Director of Emergency Services).**
- Exhibit 4 - Resolution Requesting Governor to Proclaim a State of Emergency.**
- Exhibit 5 - Resolution Proclaiming Existence of a Local Emergency and Requesting Governor to (1) Proclaim a State of Emergency; and (2) Request a Presidential Declaration.**
- Exhibit 6 - Local Resolution Requesting State Director, Office of Emergency Services' Concurrence in Local Emergencies.**
- Exhibit 7 - Resolution Proclaiming Termination of a Local Emergency.**

Sample

Exhibit 1

Sample

**RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY
(by City Council)**

WHEREAS, Ordinance No. 94 of the City of Simi Valley empowers the City Council to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity; and

WHEREAS, said City Council has been requested by the Director of Emergency Services* of said city to proclaim the existence of a local emergency therein; and

WHEREAS, said City Council does hereby find:

That conditions of extreme peril to the safety of persons and property have arisen within said city, caused by _____;
(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)
commencing on or about _____.m. on the _____ day of _____, 19__); and

That the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said city; and

IT IS HEREBY FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Director of Emergency Services* and the emergency organization of this city shall be those prescribed by state law, by ordinances, and resolutions of this city and approved by the City Council on _____, 19__.

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Simi Valley, State of California.**

Dated: _____

CITY COUNCIL

ATTEST: _____

City of Simi Valley

* Use appropriate title, as established by ordinance.

** Section 8630 of the Government Code provides: "...The governing body shall review, at least every 14 days until such local emergency is terminated, the need for continuing the local emergency and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant."

Sample

Exhibit 2

Sample

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY*

(by Director of Emergency Services)**

WHEREAS, Ordinance No. 94 of the City of Simi Valley empowers the Director of Emergency Services** to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, the Director of Emergency Services** of the City of Simi Valley does hereby find;

That conditions of extreme peril to the safety of persons and property have arisen within said city, caused by _____; and
(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes) ;

That the City Council of the City of Simi Valley is not in session (and cannot immediately be called into session);

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said city; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this city shall be those prescribed by state law, by ordinances, and resolutions of this city, and by the City of Simi Valley SEMS Multihazard Functional Plan, as approved by the City Council on _____, 19__.

Dated: _____

By: _____
Director of Emergency Services**

City of Simi Valley

* This form may be used when the director is authorized by ordinance to issue such a proclamation. Section 8630 of the Government Code provides: "...Whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing body ..."

** Use appropriate title, as established by ordinance.

Sample

Exhibit 3

Sample

RESOLUTION CONFIRMING EXISTENCE OF A LOCAL EMERGENCY*

WHEREAS, Ordinance No 94 of the City of Simi Valley empowers the Director of Emergency Services** to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session, subject to ratification by the City Council within seven days; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within this city, caused by _____
(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)
commencing on or about _____.m. on the ____ day of _____, 19____, at which time the City Council of the City of Simi Valley was not in session; and

WHEREAS, said City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency; and

WHEREAS, the Director of Emergency Services** of the City of Simi Valley did proclaim the existence of a local emergency within said city on the ____ day of _____, 19____;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Simi Valley, State of California.***

Dated: _____

CITY COUNCIL
City of Simi Valley

ATTEST: _____

* This form may be used by a City Council to ratify the proclamation of existence of a local emergency, issued by the Director of Emergency Services.

** Use appropriate title, as established by ordinance.

*** Section 8630 of the Government Code provides: "...The governing body shall review, at least every 14 days until such local emergency is terminated, the need for continuing the local emergency and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant."

Sample

Exhibit 4

Sample

**RESOLUTION REQUESTING GOVERNOR TO
PROCLAIM A STATE OF EMERGENCY**

WHEREAS, on _____, 19 ____, the City Council of the City of Simi Valley found that due to _____;
(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)
a condition of extreme peril to life and property did exist within said city; and

WHEREAS, in accordance with state law the City Council proclaimed an emergency did exist throughout said City; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Governor of California with the request that he proclaim the City of Simi Valley to be in a state of emergency; and

IT IS FURTHER ORDERED that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER RESOLVED that _____, (Title) _____, is thereby designated as the authorized representative for public assistance and _____, (Title) _____, is hereby designated as the authorized representative for individual assistance of the City of Simi Valley for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

Dated : _____

CITY COUNCIL

ATTEST: _____

City of Simi Valley

Sample

Exhibit 5

Sample

**RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY
AND REQUESTING GOVERNOR TO (1) PROCLAIM A STATE OF
EMERGENCY; AND (2) REQUEST A PRESIDENTIAL DECLARATION**

WHEREAS, Ordinance No. 94 of the City of Simi Valley empowers the Director of Emergency Services* to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity; and

WHEREAS, the City Council has been requested by the Director of Emergency Services* of said city to proclaim the existence of a local emergency therein; and

WHEREAS, said City Council does hereby find:

That conditions of extreme peril to the safety of persons and property have arisen within said city, caused by _____; and
(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)

That the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said city; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Director of Emergency Services* and the emergency organization of the city shall be those prescribed by state law, by ordinances, and resolutions of this city approved by the City Council on _____.

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Governor of California with the request that he proclaim the City of Simi Valley to be in a state of emergency; and further that the Governor request a Presidential Declaration.

IT IS FURTHER ORDERED that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

IT IS FURTHER RESOLVED that _____, (Title) _____, is designated as the local Hazard Mitigation Coordinator of the City of Simi Valley for the purpose of assessing damage within said city and consulting with Federal/State survey teams about hazard mitigation actions; and

IT IS FURTHER RESOLVED that _____, (Title) _____, is hereby designated as the authorized representative for public assistance and

_____, (Title) _____ is hereby designated as the authorized representative for individual assistance of the City of Simi Valley for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

Dated: _____

CITY COUNCIL

ATTEST: _____

CITY OF Simi Valley

* Use appropriate title, as established by ordinance.

Sample

Exhibit 6

Sample

**LOCAL RESOLUTION REQUESTING STATE DIRECTOR, OFFICE OF
EMERGENCY SERVICES' CONCURRENCE IN LOCAL EMERGENCIES***

WHEREAS, on _____, 19____, the City Council of the City of Simi Valley found that due to _____;
(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)
a condition of extreme peril to life and property did exist within said city; and

WHEREAS, in accordance with state law the City Council now proclaims an emergency does exist throughout said City;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services with a request that he find it acceptable in accordance with provisions of the Natural Disaster Assistance Act; and

IT IS FURTHER RESOLVED that _____, (Title) _____, is hereby designated as the authorized representative of the City of Simi Valley for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state assistance.

Dated: _____

CITY COUNCIL

ATTEST: _____

City of Simi Valley

* Proclamation of local emergency must be made within 10 days of the disaster occurrence in order to qualify for assistance under the Natural Disaster Assistance Act.

Note: Attach list of damaged Public Facilities showing location and estimated cost of repairs.

Sample

Exhibit 7

Sample

RESOLUTION PROCLAIMING TERMINATION OF LOCAL EMERGENCY

WHEREAS, a local emergency existed in the City of Simi Valley in accordance with the resolution thereof by the City Council on the _____ day of _____, 19____,

or

Director of Emergency Services* on the _____ day of _____, 19____, and its ratification by the City Council on the _____ day of _____, 19____,

as a result of conditions of extreme peril to the safety of persons and property caused by _____; and

(fire, flood, storm, epidemic, riot, earthquake, drought, energy shortage, or other causes)

WHEREAS, the situation resulting from said conditions of extreme peril is now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said City of Simi Valley.

NOW, THEREFORE, the City Council of the City of Simi Valley, State of California, does hereby proclaim the termination of said local emergency.

Dated: _____

CITY COUNCIL
City of Simi Valley

ATTEST: _____

* Use appropriate title, as established by ordinance.

GOOD SAMARITAN LIABILITY

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

No person, who in **good faith** and not for compensation, renders emergency care at the scene of an emergency shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.

CALIFORNIA GOVERNMENT CODE, SECTION 8659

Any physician or surgeon (whether licensed in this state or any other state), hospital, pharmacist, nurse or dentist who renders services during any state of war emergency, a state of emergency, or a local emergency at the express or implied request of any responsible state or local official or agency shall have no liability for any injury sustained by any person by reason of such services, regardless of how or under what circumstances or by what cause such injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission.

CALIFORNIA GOVERNMENT CODE, SECTION 13970

Direct action on the part of private citizens in preventing the commission of crimes against the person or property of others, or in apprehending criminals, or rescuing a person in immediate danger of injury or death as a result of fire, drowning, or other catastrophe, benefits the entire public. In recognition of the public purpose served, the state may indemnify such citizens, their surviving spouses, their surviving children, and any persons dependent upon such citizens for their principal support in appropriate cases for any injury, death, or damage sustained by such citizens, their surviving spouses, their surviving children, and any persons dependent upon such citizens for their principal support as a direct consequence of such meritorious action to the extent that they are not compensated for the injury, death or damage from any other source. A claim shall be denied if an award has been made under Article I (commencing with Section 13960) of this chapter for the same incident.

CALIFORNIA GOVERNMENT CODE, SECTION 50086

No person who is summoned by the county sheriff, city police department, fire department, park range, or other local agency to voluntarily assist in a search or rescue operation, who possesses first aid training equivalent to the Red Cross advanced first aid and emergency care training standards, and who in good faith renders emergency services to a victim prior to or during the evacuation or extrication of the victim, shall be liable for any civil damages as a result of any acts or omissions by such person in rendering such emergency services.

RESOLUTION NO. 71-91

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SIMI VALLEY, STATE OF CALIFORNIA,
APPROVING AND AGREEING TO ABIDE BY THE
CALIFORNIA DISASTER AND CIVIL DEFENSE
MASTER MUTUAL AID AGREEMENT

WHEREAS, EARL WARREN, Governor of the State of
California, on the 15th day of November, 1950, executed
the California Disaster and Civil Defense Master Mutual
Aid Agreement on behalf of the State of California and
all its Departments and Agencies:

NOW, THEREFORE, The City Council of the City
of Simi Valley, State of California, does, by resolution,
hereby approve and agree to abide by said Disaster and
Civil Defense Master Mutual Aid Agreement.

BE IT FURTHER RESOLVED, that two certified
copies of this Resolution be sent to the State Emergency
Council for filing with said State Emergency Council.

ADOPTED and PASSED this 28th day of June, 1971.


MAYOR OF THE CITY OF SIMI-VALLEY, CALIFORNIA

ATTEST:

Susan J. Ward
DEPUTY CITY CLERK

I, Deputy City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 28th day of June, 1971, by the following vote of the City Council:

AYES: Councilmen Smith, Ostler, Sigmon,
Mayor Cleveland

NOES: None

ABSENT: None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 2nd day of July, 1971.

Susan J. Ward
DEPUTY CITY CLERK OF THE CITY OF
SIMI VALLEY, CALIFORNIA

APPROVED BY:
James H. Tindell
CITY ATTORNEY

I HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL

DATE OCT. 1 1974

Office of the City Clerk

James H. Tindell

Deputy City Clerk

CALIFORNIA DISASTER AND CIVIL DEFENSE

MASTER MUTUAL AID AGREEMENT

This agreement made and entered into by and between the STATE OF CALIFORNIA, its various departments and agencies, and the various political subdivisions, municipal corporations, and other public agencies of the State of California;

W I T N E S S E T H :

WHEREAS, It is necessary that all of the resources and facilities of the State, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

WHEREAS, It is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

WHEREAS, It is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local, county-wide, regional, state-wide, and interstate basis;

NOW; THEREFORE, IT IS HEREBY AGREED by and between each and all of the parties hereto as follows:

1. Each party shall develop a plan providing for the effective mobilization of all its resources and facilities, both public and private, to cope with any type of disaster.

2. Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.

3. It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless otherwise expressly provided for by the parties to this agreement or as provided in Sections 1541, 1586, and 1587, Military and Veterans Code; and that such mutual aid is intended to be available in the event of a disaster of such magnitude that it is, or is likely to be, beyond the control of a single party and requires the combined forces of several or all of the parties to this agreement to combat.

4. It is expressly understood that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto shall be available and furnished in all cases of local peril or emergency and in all cases in which a STATE OF EXTREME EMERGENCY has been proclaimed.

PART THREE

Page 47

5. It is expressly understood that any mutual aid extended under this agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "California Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that: "The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid plans." (Sec. 1564, Military and Veterans Code.)

6. It is expressly understood that when and as the State of California enters into mutual aid agreements with other states and the Federal Government that the parties to this agreement shall abide by such mutual aid agreements in accordance with law.

7. Upon approval or execution of this agreement by the parties hereto all mutual aid operational plans heretofore approved by the State Disaster Council, or its predecessors, and in effect as to some of the parties hereto, shall remain in full force and effect as to them until the same may be amended, revised, or modified. Additional mutual aid operational plans and amendments, revisions, or modifications of existing or hereafter adopted mutual aid operational plans, shall be adopted as follows:

(a) County-wide and local mutual aid operational plans shall be developed by the parties thereto and are operative as between the parties thereto in accordance with the provisions of such operational plans. Such operational plans shall be submitted to the State Disaster Council for approval. The State Disaster Council shall notify each party to such operational plans of its approval, and shall also send copies of such operational plans to other parties to this agreement who did not participate in such operational plans and who are in the same area and affected by such operational plans. Such operational plans shall be operative as to such other parties 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.

(b) State-wide and regional mutual aid operational plans shall be approved by the State Disaster Council and copies thereof shall forthwith be sent to each and every party affected by such operational plans. Such operational plans shall be operative as to the parties affected thereby 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.

(c) The declination of one or more of the parties to participate in a particular operational plan or any amendment, revision, or modification thereof, shall not affect the operation of this agreement and the other operational plans adopted pursuant thereto.

(d) Any party may at any time by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, decline to participate in any particular operational plan, which declination shall become effective 20 days after filing with the State Disaster Council.

(e) The State Disaster Council shall send copies of all operational plans to those state departments and agencies designated by the Governor. The Governor may upon behalf of any department or agency give notice that such department or agency declines to participate in a particular operational plan.

(f) The State Disaster Council, in sending copies of operational plans and other notices and information to the parties to this agreement, shall send copies to the Governor and any department or agency head designated by him; the chairman of the board of supervisors, the clerk of the board of supervisors, and County Dis-

aster Council, and any other officer designated by a county; the mayor, the clerk of the city council, the City Disaster Council, and any other officer designated by a city; the executive head, the clerk of the governing body, or other officer of other political subdivisions and public agencies as designated by such parties.

8. This agreement shall become effective as to each party when approved or executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this agreement shall not affect the operation of this agreement as between the other parties thereto. Upon approval or execution of this agreement the State Disaster Council shall send copies of all approved and existing mutual aid operational plans affecting such party which shall become operative as to such party 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in any particular operational plan. The State Disaster Council shall keep every party currently advised of who the other parties to this agreement are and whether any of them has declined to participate in any particular operational plan.

9. Approval or execution of this agreement shall be as follows:

- (a) The Governor shall execute a copy of this agreement on behalf of the State of California and the various departments and agencies thereof. Upon execution by the Governor a signed copy shall forthwith be filed with the State Disaster Council.
- (b) Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution approve and agree to abide by this agreement, which may be designated as "CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT." Upon adoption of such a resolution, a certified copy thereof shall forthwith be filed with the State Disaster Council.*
- (c) The executive head of those political subdivisions and public agencies having no legislative or governing body shall execute a copy of this agreement and forthwith file a signed copy with the State Disaster Council.

10. Termination of participation in this agreement may be effected by any party as follows:

- (a) The Governor upon behalf of the State and its various departments and agencies, and the executive head of those political subdivisions and public agencies having no legislative or governing body, shall file a written notice of termination of participation in this agreement with the State Disaster Council and this agreement is terminated as to such party 20 days after the filing of such notice.
- (b) Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution give notice of termination of participation in this agreement

* See Resolution of Ratification of the Master Mutual Aid Agreement -- p. 67.

and file a certified copy of such resolution with the State Disaster Council, and this agreement is terminated as to such party 20 days after the filing of such resolution.

IN WITNESS WHEREOF this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

/signed/ EARL WARREN
GOVERNOR

On behalf of the State of California
and all its Departments and Agencies

ATTEST:

/signed/ FRANK M. JORDAN
Secretary of State

November 15, 1950

(GREAT SEAL)

RESOLUTION NO. 71-100

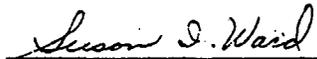
A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SIMI VALLEY, STATE OF CALIFORNIA
APPOINTING THE CITY MANAGER AS CIVIL DEFENSE
DIRECTOR AND MUTUAL AID REPRESENTATIVE

BE IT RESOLVED by the City Council of the City
of Simi Valley in regular session assembled this 12th day
of July, 1971, that it hereby appoints the City Manager of
the City of Simi Valley or his designee as Civil Defense
Director and Mutual Aid Representative.

PASSED AND ADOPTED this 12th day of July, 1971


MAYOR OF THE CITY OF SIMI VALLEY, CALIFORNIA

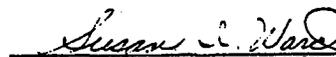
ATTEST:


DEPUTY CITY CLERK

I, Deputy City Clerk of the City of Simi Valley,
California, do hereby certify that the foregoing Ordinance
was regularly introduced and adopted by the City Council of the
City of Simi Valley, California, at a regular meeting thereof
held on the 12th day of July, 1971, by the following
vote of the City Council:

AYES: Councilmen Smith, Ostler, Marohn, Sigmon
and Mayor Cleveland
NOES: None
ABSENT: None

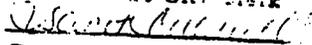
IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the official seal of the City of Simi Valley, California,
this 15 day of July, 1971.


DEPUTY CITY CLERK OF THE CITY OF
SIMI VALLEY, CALIFORNIA

I HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL

DATE OCT. 1 1974

OFFICE OF THE CITY CLERK


Deputy City Clerk

RESOLUTION NO. 71-112

A RESOLUTION OF THE CITY OF SIMI VALLEY
RELATIVE TO WORKMAN'S COMPENSATION BENEFITS
FOR REGISTERED VOLUNTEER "DISASTER SERVICE
WORKERS"

WHEREAS, Section 8580 of the Government Code
(under Section 2, Chapter 7 of the California Emergency
Act) provides:

"The California State Emergency Council shall
establish by rule and regulation various classes of disaster
service workers and the scope of the duties of each class.
The California State Emergency Council shall also adopt rules
and regulations prescribing the manner in which disaster
service workers of each class are to be registered. All such
rules and regulations shall be designed to facilitate the
paying of workmen's compensation." and

WHEREAS, the California Emergency Council has adopted
rules and regulations establishing classes of disaster service
workers, the scope of duties of each class and the manner of
registration of such volunteer workers; and

WHEREAS, Section 8612 of the Government Code (under
Section 2, Chapter 7 of the California Emergency Act) provides:

"Any disaster council which both agrees to follow
the rules and regulations established by the California
Emergency Council pursuant to the provisions of Section 8580
of this code and substantially complies with such rules and
regulations shall be certified by the California Emergency
Council. Upon making such certification, and not before,
the disaster council becomes an accredited disaster council."
and

WHEREAS, the City of Simi Valley desires to become an "accredited disaster council" organization in order that injured disaster service workers registered with it may benefit by the provisions of the Labor Code;

NOW, THEREFORE, the City Council of the City of Simi Valley hereby agrees to follow the rules and regulations established by the California State Emergency Council, pursuant to section 8580 of the Government Code, (Chapter 7, of Div. 1, of Title 2 added at the 1970 sessions (Stats. 1970 Ch 1454).

The City Clerk is hereby instructed to send two certified copies hereof to the California State Emergency Council.

EFFECTIVE August 23, 1971.

Loister D. Cleveland

MAYOR OF THE CITY OF SIMI VALLEY

ATTEST:

Susan J. Ward
Deputy City Clerk

APPROVED BY:
Gene H. Tindell
CITY ATTORNEY

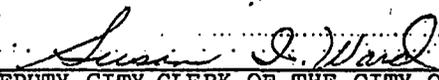
I, Deputy City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 23rd day of August, 1971, by the following vote of the City Council:

AYES: Mayor Cleveland, Councilmen Smith, Ostler, Marohn and Sigmon

NOES: None

ABSENT: None

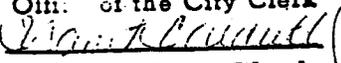
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 27th day of August, 1971.


DEPUTY CITY CLERK OF THE CITY OF
SIMI VALLEY, CALIFORNIA

I HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL

DATE: OCT. 1 1974

Offi: of the City Clerk



Deputy City Clerk

RESOLUTION NO. 71-114

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SIMI VALLEY, STATE OF CALIFORNIA,
ENTERING INTO THE UNIFIED DISASTER AGREEMENT
BY AND BETWEEN THE COUNTY OF VENTURA AND
THOSE CITIES SIGNATORY THERETO

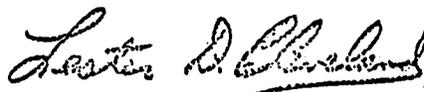
WHEREAS, the City of Simi Valley recognizes that
the right to act locally carries with it the corresponding
responsibility to act regionally; and

WHEREAS, civil defense and disaster preparedness is
recognized as a concern extending beyond local boundaries; and

WHEREAS, it is desirable to join with other local
agencies in development and maintenance of a unified civil
defense agreement;

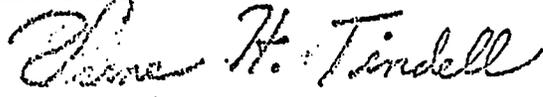
NOW THEREFORE BE IT RESOLVED by the City Council of
the City of Simi Valley in regular session this 12th day
of July 1971, does hereby authorize the Mayor of the City of
Simi Valley to enter into the Unified Disaster Agreement by
and between the County of Ventura and the cities of said
County that are signatory thereto.

PASSED AND ADOPTED this 23rd day of August, 1971



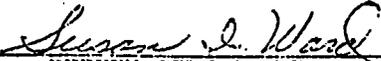
MAYOR OF THE CITY OF SIMI VALLEY,
CALIFORNIA

APPROVED BY:



CITY ATTORNEY

ATTEST:


DEPUTY CITY CLERK

I, Deputy City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 23rd day of August, 1971, by the following vote of the City Council:

AYES: Mayor Cleveland, Councilmen Smith, Marohn, Sigmon and Ostler

NOES: None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 27th day of August, 1971.


DEPUTY CITY CLERK OF THE CITY OF
SIMI VALLEY, CALIFORNIA

UNIFIED DISASTER AGREEMENT

WHEREAS, the County of Ventura, hereinafter referred to as the "County," and the incorporated cities signatory within the County, hereinafter referred to as the "City" or "Cities" as required by context, are desirous of establishing a unified organization for the purpose of preparing mutual plans for the preservation and safety of life and property and making provision for the execution of those plans in the event of a national disaster or enemy attack; and,

WHEREAS, Military and Veterans Code section 1571 authorizes cities and counties to enter into agreements to carry out mutual aid on a voluntary basis;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

A. Creation of the Unified Disaster Organization.

1. The Cities and County, by becoming signatories hereto, shall become members of the Unified Disaster Organization.

2. The Unified Disaster Organization shall function under an advisory body hereby created and designated as the "Unified Disaster Council." The Unified Disaster Council shall consist of the Chairman of the Board of Supervisors or designated board member who shall act as Chairman of the Unified Disaster Council, and a representative from the City Council of each incorporated City within the County which has become a party to this agreement, or an alternate to be designated by the council.

B. Powers and Duties of the Unified Disaster Organization.

The Unified Disaster Organization office will perform the following functions:

1. Aid, assist and advise each party hereto in the preparation and development of a disaster plan.

2. Prepare and develop a county-wide disaster plan which shall

provide for the needs of the contracting Cities and of the unincorporated areas of the County and which, in addition, will take into account and be coordinated with the needs of the Cities in the event of a state of extreme emergency.

3. Aid, assist and advise in the training of public employees of the County and Cities for disaster work.

4. Provide a county-wide civil defense program in each of the following areas:

- a) Coroner services
- b) Health
- c) Welfare
- d) Traffic control
- e) Medical
- f) Public information
- g) Radiological safety

5. Develop and keep current on a county-wide basis an inventory of all the public equipment and supplies available in the County for use in the event of an emergency.

6. Provide technical assistance in obtaining any federal or state funds which may become available to the Cities and County for civil defense purposes and in the acquisition of surplus property to increase their disaster preparedness.

7. Prepare and execute a disaster response program under the predetermined policies of the Unified Disaster Council.

C. Powers and Duties of the Unified Disaster Council.

1. Review and recommend for adoption by the Board of Supervisors and all contracting Cities, civil defense and disaster mutual aid plans of agreements, and such ordinances, resolutions, rules and regulations as are necessary to implement such plans and agreements.

2. Meet upon call of the chairman, or in his absence from the County or inability to call such a meeting, upon the call of the coordinator of the Unified Disaster Organization.

3. Recommend a budget and the apportionment thereof to the Board of Supervisors and all contracting Cities.

D. There is hereby created the position of "Coordinator" of the Unified Disaster Organization. The coordinator is hereby empowered:

1. To request the Board of Supervisors to proclaim the existence or threatened existence of a disaster and the determination thereof if the Board of Supervisors is in session or to issue such proclamation if the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors at the earliest practical time.

2. To request the Governor of the State of California through the Board of Supervisors to proclaim the existence of a state of disaster when, in the opinion of the Coordinator, the resources of the area or region are inadequate to cope with a disaster or an emergency.

3. To coordinate the efforts of the parties to this agreement for the accomplishment of its purposes.

E. The County shall provide the office space and personnel to carry out the duties of the Unified Disaster Organization.

F. All costs for establishing and maintaining the Unified Disaster Organization which are not paid for by federal funds and which are hereafter referred to as "said costs," shall be borne by the parties hereto as follows:

1. The County shall pay fifty percent (50%) of said costs.

2. The Cities shall pay fifty percent (50%) of said costs to be apportioned among the Cities in accordance with the following formulae:

a) One-half of the 50% or 25% of said costs shall be apportioned on the basis of population. This portion for each City shall be calculated by dividing one-fourth of said costs by the population of all contracting cities, the

-4-

quotient being a factor in cents. This factor is then multiplied by the population of each contracting City to provide that City's population share of said costs.

- b) The remaining 25% of said costs shall be apportioned on the basis of assessed valuation. This portion for each City shall be calculated by dividing one-fourth of said costs by the total assessed value of real and personal property in all contracting Cities, the quotient being a factor in mills. This factor is then multiplied by the assessed value of each contracting City to provide that City's assessed valuation share of said costs.

For the purpose of this agreement, the total assessed valuation of real and personal property in all contracting Cities shall be the amount assessed in the fiscal year prior to the budgeted year, as found in the Property Valuation and Tax Rate - Ventura County, California, published by the Auditor-Controller of Ventura County. The figures used for population in each City shall be the figure used by the Controller, State Department of Finance, for gas tax apportionment.

G. If at the end of any fiscal year there remains an unencumbered balance derived from budget savings or unanticipated revenue from federal funds received for civil defense purposes, such balance shall be credited to the contracting parties at the rate of their contribution for that fiscal year.

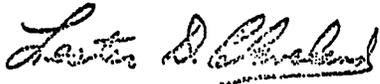
H. Each party hereto shall accept primary responsibility for the development within its own jurisdiction of a disaster plan which shall be compatible with and complimentary to the county-wide civil defense plan and organization to be developed by the Unified Disaster Organization.

-5-

I. This agreement shall become effective upon adoption of the appropriate enabling orders by the County and the Cities.

J. This agreement may be terminated at the end of any fiscal year as to any of the parties hereto provided the party wishing to terminate gives written notice of its intention to terminate to all other parties 90 days prior to the end of the fiscal year. For the purposes of such notice, a fiscal year is defined as July 1 of a calendar year through June 30 of the succeeding calendar year.

IN WITNESS WHEREOF, the parties hereby execute this agreement on the date noted below.



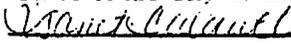
Mayor, City of Simi Valley

August 30, 1971
(Date)

I HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL

DATE _____

Office of the City Clerk



Deputy City Clerk

ORDINANCE NO. 94

AN ORDINANCE OF THE CITY OF SIMI VALLEY,
STATE OF CALIFORNIA, RELATING TO EMERGENCY
ORGANIZATION AND FUNCTIONS

THE CITY COUNCIL OF THE CITY OF SIMI VALLEY, STATE
OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Purposes. The declared purposes of this ordinance are to provide for the preparation and carrying out of plans for the protection of persons and property within this city in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of this city with all other public agencies, corporations, organizations, and affected private persons.

SECTION 2. Definition. As used in this ordinance, "emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this city, requiring the combined forces of other political subdivisions to combat.

SECTION 3. Disaster Council Membership. The City of Simi Valley Disaster Council is hereby created and shall consist of the following:

- A. The mayor, who shall be chairman.
- B. The director of emergency services, who shall be vice chairman.
- C. The assistant director of emergency services.
- D. Such chiefs of emergency services as are provided for in a current emergency plan of this city, adopted pursuant to this ordinance.
- E. Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the director with the advice and consent of the city council.

SECTION 4. Disaster Council Powers and Duties.

It shall be the duty of the City of Simi Valley Disaster Council, and it is hereby empowered, to develop and recommend for adoption by the city council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet upon call of the chairman or, in his absence from the city or inability to call such meeting, upon call of the vice chairman.

SECTION 5. Director and Assistant Director of
Emergency Services.

- A. There is hereby created the office of director of emergency services. The City Manager shall be the director of emergency services.
- B. There is hereby created the office of assistant director of emergency services, who shall be appointed by the director.

SECTION 6. Powers and Duties of the Director and
Assistant Director of Emergency Services.

- A. The director is hereby empowered to:
 - (1) Request the city council to proclaim the existence or threatened existence of a "local emergency" if the city council is in session, or to issue such proclamation if the city council is not in session. Whenever a local emergency is proclaimed by the director, the city council shall take action to ratify the proclamation within 7 days thereafter or the proclamation shall have no further force or effect.
 - (2) Request the Governor to proclaim a "state of emergency" when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency.
 - (3) Control and direct the effort of the emergency organization of this city for the accomplishment of the purposes of this ordinance.
 - (4) Direct cooperation between and coordination of services and staff of the emergency organization of this city; and resolve questions of authority and responsibility that may arise between them.
 - (5) Represent this city in all dealings with

public or private agencies on matters pertaining to emergencies as defined herein.

- (6) In the event of the proclamation of a "local emergency" as herein provided, the proclamation of a "state of emergency" by the Governor or the Director of the State Office of Emergency Services, or the existence of a "state of war emergency," the director is hereby empowered:
- (a) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council;
 - (b) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the city for the fair value thereof and, if required immediately, to commandeer the same for public use;
 - (c) To require emergency services of any city officer or employee and, in the event of the proclamation of a "state of emergency" in the county in which this city is located or the existence of a "state of war emergency," to command the aid of as many citizens of this community as he deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers;
 - (d) To requisition necessary personnel or material of any city department or agency; and
 - (e) To execute all of his ordinary power as City Manager, all of the special powers conferred upon him by this ordinance or by resolution or emergency plan pursuant hereto adopted by the

city council, all powers conferred upon him by any statute, by any agreement approved by the city council, and by any other lawful authority.

- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform his duties during an emergency. Such order of succession shall be approved by the city council.
- C. The assistant director shall, under the supervision of the director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of this city; and shall have such other powers and duties as may be assigned by the director.

SECTION 7. Emergency Organization. All officers and employees of this city, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of SEC. 6.A.(6)(c) of this ordinance, be charged with duties incident to the protection of life and property in this city during such emergency, shall constitute the emergency organization of the city of Simi Valley.

SECTION 8. Emergency Plan. The City of Simi Valley Disaster Council shall be responsible for the development of the City of Simi Valley Emergency Plan, which plan shall provide for the effective mobilization of all of the resources of this city, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the city council.

SECTION 9. Expenditures. Any expenditures made in connection with emergency activities, including mutual aid activities, and emergency preparedness services provided this city under contract or agreement, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city of Simi Valley

SECTION 10. Punishment of Violations. It shall be

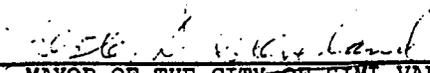
a misdemeanor, punishable by a fine of not to exceed five hundred dollars (\$500), or by imprisonment for not to exceed six months, or both, for any person, during an emergency, to:

- A. Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this ordinance, or in the performance of any duty imposed upon him by virtue of this ordinance.
- B. Do any act forbidden by any lawful rule or regulation issued pursuant to this ordinance, if such act is of such a nature as to give or be likely to give assistance to the enemy or to imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof.
- C. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the State.

SECTION 11. Repeal of Conflicting Ordinances.

SECTION 12. Effective Date. This ordinance shall become effective thirty (30) days from and after its passage.

SECTION 13. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this ordinance are declared to be severable.



MAYOR OF THE CITY OF SIMI VALLEY,
CALIFORNIA

APPROVED BY:

Gene H. Tindell

CITY ATTORNEY

ATTEST:

DEPUTY CITY CLERK

I, Deputy City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Ordinance was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 13th day of September, 1971, by the following vote of the City Council:

AYES: Councilmen Ostler, Smith, Marohn and Mayor Cleveland

NOES: None

ABSENT: Councilman Sigmon

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 14th day of September, 1971.

DEPUTY CITY CLERK OF THE CITY OF
SIMI VALLEY, CALIFORNIA

RESOLUTION NO. 72-70

RESOLUTION JOINING THE REGION I-A LAW ENFORCEMENT
MUTUAL AID PACT AND APPROVING THE REGION I-A
MUTUAL AID OPERATIONAL PLAN

WHEREAS, as a result of an evaluation and updating of the State Mutual Aid Plan it was deemed desirable to divide Mutual Aid Region I consisting of Los Angeles, Orange, Ventura, Santa Barbara and San Luis Obispo Counties into two regions for mutual aid operational purposes; and

WHEREAS, Mutual Aid Region I-A consisting of the Counties of San Luis Obispo, Santa Barbara and Ventura was designated as a separate region to function as a separate law enforcement mutual aid region; and

WHEREAS, it is desirable that each of the local agencies in Region I-A voluntarily aid and assist each other in the event of a disaster, by the interchange of services and facilities, including, but not limited to; fire, police, medical and health, communication, and transportation services and facilities, to cope with problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

WHEREAS, the Region I-A Mutual Aid Operational Plan has been developed to provide for such mutual aid; and

WHEREAS, it is desirable that a cooperative agreement to be referred to as the Region I-A Law Enforcement Mutual Aid Pact be entered into by each local agency agreeing, by resolution, to membership in the pact for the purpose of implementing such plan.

NOW, THEREFORE, it is hereby resolved:

1. That the (City of Simi Valley)
(County of Ventura) hereby joins the Region I-A
Law Enforcement Mutual Aid Pact.

2. That the Region I-A Mutual Aid Operational Plan is
hereby approved.

ADOPTED at the regular meeting of the (Board of Supervisors -
City Council) City Council of the (County of
Ventura) (City of Simi Valley) held
on the 22nd day of May, 1972.

Theodore M. Scardson
Mayor of the City of Simi Valley,
California

ATTEST:

Susan L. Ward
Deputy City Clerk

I, Deputy City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 22 day of May, 1972, by the following vote of the City Council:

AYES: Councilmen Gherardi, Ostler, Sigmon,
Smith and Mayor Grandsen

NOES: None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 25 day of September, 1974.

Isaac Caldwell
DEPUTY CITY CLERK OF THE CITY OF
SIMI VALLEY, CALIFORNIA

FILE NO: AGREEMENT

X-REF: VENTURA

CITY OF SIMI VALLEY

Memorandum

January 23, 1984

TO: City Council

FROM: Police Department

SUBJECT: APPROVAL OF UNIFIED DISASTER AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE CITIES IN VENTURA COUNTY

RECOMMENDATION

It is recommended that the City Council authorize the Mayor to execute the attached Ventura County/Cities Unified Disaster Agreement.

BACKGROUND AND OVERVIEW

On November 14, 1983, the City Council reviewed the revised and updated Unified Disaster Agreement between the County of Ventura and the cities in Ventura County and conceptually approved the document. The proposed agreement was then presented to the Ventura County/Cities Unified Disaster Council on December 16, 1983, and the Council voted to approve the agreement and requested that it be referred back to each City Council and the County Board of Supervisors for adoption.

Originally executed in 1969, the agreement requires updating to include the recently-incorporated City of Moorpark and seeks to reaffirm the other cities' support for the Unified Disaster Council. Given that the Council conceptually approved the agreement last November, it is recommended that the City Council authorize the Mayor to execute the Unified Disaster Agreement at this time.

FINDINGS AND ALTERNATIVES

The following alternatives are available to the City Council:

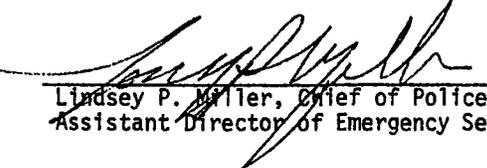
1. Approve the attached agreement and authorize the Mayor to execute it on behalf of the City; or
2. Disapprove the agreement and not participate as a member of the Ventura County/Cities Unified Disaster Council.

Staff recommends Alternative #1.

SUMMARY

The City Council conceptually approved the Unified Disaster Agreement when it was presented for their consideration in November, 1983. The Ventura County/Cities Unified Disaster Council has approved the revised agreement and is requesting that each city execute the document. It is recommended that the Mayor be authorized to execute the agreement on behalf of the City of Simi Valley.

This item has been reviewed for legal and fiscal implications.


Lindsey P. Miller, Chief of Police/
Assistant Director of Emergency Services

/lp

attachment

Submitted to	
Council on	1-23-84
Con. No.	10
Res. No.	
Ord. No. adopted.	
Referred to:	
Comments:	Stay
Recommendation:	recommenation
Approved:	



**VENTURA COUNTY
SHERIFF'S DEPARTMENT**

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009

- AL JALATY
SHERIFF
- JOHN V. GILLESPIE
UNDERSHERIFF
- LARRY CARPENTER
ASSISTANT SHERIFF
- LARRY KALSBECK
ASSISTANT SHERIFF

RECEIVED

December 29, 1983

JAN 3 1984

CITY OF SIMI VALLEY
CITY MANAGERS OFFICE

Mr. Marlin L. Koester, City Manager
3200 Cochran Street
Simi Valley CA 93065

Dear Mr. Koester:

The Revised Ventura County/Cities Unified Disaster Agreement was reviewed and discussed at the County/Cities Unified Disaster Council Meeting of December 16, 1983.

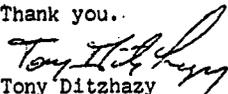
The revised Agreement reaffirms the concept of a countywide Unified Disaster Council, Plan, and Organization; it expands membership on the Unified Disaster Council to include the Ventura County Director of Disaster Services; it provides for the County to perform certain disaster planning and coordination functions for the cities when funded through appropriate enabling orders by the County and the Cities; and it updates language of the agreement to be consistent with current concepts.

Discussion brought out the following points: the Ventura County Director of Disaster Services would continue to provide disaster advisories, alerts, and coordination of disaster operational information; the County would continue to provide linkage on disaster planning and coordination as it has in the past and to the extent staffing permits; and, the County and Cities reaffirm that a unified approach is a desirable objective.

The revised Agreement was approved by the Unified Disaster Council, along with the recommendation that the Agreement be referred to each City Council and the County Board of Supervisors for adoption as the Ventura County/Cities Unified Disaster Agreement.

Following City Council adoption of the Ventura County/Cities Unified Disaster Agreement please forward an attested copy of adoption to the Ventura County Office of Emergency Services, 800 South Victoria Avenue, Ventura CA 93009 for completion and presentation to the Ventura County Board of Supervisors.

Thank you.


Tony Ditzhazy
Assistant Director, Disaster Services

Enclosure: Revised Agreement

WEST COUNTY
800 S. Victoria
Ventura, CA 93009
(805) 654-2311

CAMARILLO AREA STATION
67 Palm Dr.
Camarillo, CA 93010-7995
(805) 482-9844

EAST VALLEY STATION
2201 E. Olsen Rd.
Simi Valley, CA 93065-4043
(805) 497-8566/581-2951

OJAI AREA STATION
402 S. Ventura St.
Ojai, CA 93023-3249
(805) 646-1414

VENTURA COUNTY/CITIES
UNIFIED DISASTER AGREEMENT

WHEREAS, the County of Ventura, hereinafter referred to as the "County", and the incorporated cities signatory within the County, hereinafter referred to as the "City" or "Cities" as required by context, are desirous of establishing a unified organization for the purpose of preparing mutual plans for the preservation and safety of life and property and making provision for the execution of those plans in the event of a national disaster or enemy attack; and,

WHEREAS; Military and Veterans Code section 1571 authorizes cities and counties to enter into agreements to carry out mutual aid on a voluntary basis;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

A. Creation of the Unified Disaster Organization.

1. The Cities and County, by becoming signatories hereto, shall become members of the Unified Disaster Organization.

2. The Unified Disaster Organization shall function under an advisory body hereby created and designated as the "Unified Disaster Council." The Unified Disaster Council shall consist of the Chairman of the Board of Supervisors or designated board member who shall act as Chairman of the Unified Disaster Council, and a representative from the City Council of each incorporated City within the County which has become a party to this agreement (or an alternate to be designated by the council). *The County Director of Disaster Services shall be a member of the Council.*

3. *Council members shall have designated alternates and when attending meetings as a designated alternate, such representatives shall have full voting rights.*

B. Powers and Duties of the Unified Disaster Organization.

The Unified Disaster Organization office *when funded* will perform the following functions:

1. Aid, assist and advise each party hereto in the preparation and development of a disaster plan.
2. Prepare and develop a county-wide disaster plan which shall provide for the needs of the ~~contracting~~ *signatory* Cities and of the unincorporated areas of the County and which, in addition, will take into account and be coordinated with the needs of the Cities in the event of a state of extreme emergency.
3. Aid, assist and advise in the training of public employees of the County and Cities for disaster work.
4. Provide a county-wide ~~civil~~-defense *emergency services* program in each of the following areas:
 - a) Coroner services
 - b) Health
 - c) Welfare
 - d) Traffic control
 - e) Medical
 - f) Public information
 - g) Radiological safety
5. Develop and keep current on a county-wide basis an inventory of all the public equipment and supplies available in the County/*Cities* for use in the event of an emergency.
6. Provide technical assistance in obtaining any federal or state funds which may become available to the Cities and County for ~~civil~~-defense *emergency management* purposes and in the acquisition of surplus property to increase their disaster preparedness.

7. Prepare and execute a disaster response program under the predetermined policies of the Unified Disaster Council.

C. Powers and Duties of the Unified Disaster Council.

1. Review and recommend for adoption by the Board of Supervisors and all ~~contracting~~ *signatory* Cities, civil defense and disaster mutual aid plans of agreements, and such ordinances, resolutions, rules and regulations as are necessary to implement such plans and agreements.

2. Meet upon call of the chairman, or in his absence from the County or inability to call such a meeting, upon the call of the ~~coordinator-of-the-Unified Disaster-Organization~~ *County Director of Disaster Services*.

3. Recommend a budget and the apportionment thereof to the Board of Supervisors and all ~~contracting~~ *signatory* Cities.

D. ~~There-is-hereby-created-the-position-of-"Coordinator"-of-the~~ *The Coordinator for the Unified Disaster Organization shall be the County Director of Disaster Services*. The Coordinator is hereby empowered:

1. To request the Board of Supervisors to proclaim the existence or threatened existence of a disaster and the determination thereof if the Board of Supervisors is in session or to issue such proclamation if the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors at the earliest practical time.

2. To request the Governor of the State of California through the Board of Supervisors to proclaim the existence of a state of disaster when in the opinion of the Coordinator the resources of the area or region are inadequate to cope with a disaster or an emergency.

3. To coordinate the efforts of the parties to this agreement for the accomplishment of its purposes.

E. The County shall provide the office space and personnel to carry out the duties of the Unified Disaster Organization.

F. All costs for establishing and maintaining the Unified Disaster Organization which are not paid for by federal funds and which are hereafter referred to as "said costs," shall be borne by the parties hereto as follows:

1. The County shall pay fifty percent (50%) of said costs.

2. The Cities shall pay fifty percent (50%) of said costs to be apportioned among the Cities in accordance with the following formulae:

a) One-half of the 50% or 25% of said costs shall be apportioned on the basis of population. This portion for each City shall be calculated by dividing one-fourth of said costs by the population of all contracting Cities, the quotient being a factor in cents. This factor is then multiplied by the population of each contracting *signatory* City to provide that City's population share of said costs.

b) The remaining 25% of said costs shall be apportioned on the basis of assessed valuation. This portion for each City shall be calculated by dividing one-fourth of said costs by the total assessed value of real and personal property in all contracting *signatory* Cities, the quotient being a factor in mills. This factor is then multiplied by the assessed value of each contracting City to provide that City's assessed valuation share of said costs.

For the purpose of this agreement, the total assessed valuation of real and personal property in all the contracting Cities shall be the amount assessed in the fiscal year prior to the budgeted year, as found in the Property Valuation and Tax Rate - Ventura County, California, published by the Auditor-Controller of Ventura County. The figures used for population in each City shall be the figure used by the Controller, State Department of Finance, for gas tax apportionment.

G. If at the end of any fiscal year there remains an unencumbered balance derived from budget savings or unanticipated revenue from federal funds received for civil defense purposes, such balance shall be credited to the contracting signatory parties at the rate of their contribution for that fiscal year.

H. Each party hereto shall accept primary responsibility for the development within its own jurisdiction of a disaster plan which shall be compatible with and complimentary to the county-wide civil-defense emergency response plan and organization to be developed by the Unified Disaster Organization.

I. This agreement shall become effective upon the adoption of the appropriate enabling orders by the County and the Cities.

J. This agreement may be terminated at the end of any fiscal year as to any of the parties hereto provided the party wishing to terminate gives written notice of its intention to terminate to all other parties 90 days prior to the end of the fiscal year. For the purpose of such notice, a fiscal year is defined as July 1 of a calendar year through June 30 of the succeeding calendar year.

IN WITNESS WHEREOF, the parties hereby execute this agreement on the date noted below.

IN WITNESS WHEREOF, the parties hereto do affix their hands.

COUNTY OF VENTURA

Date 6/5/84

By Susa K. Lacy

ATTEST:
Richard D. Dean
Clerk of the Board of Supervisors

By Richard D. Dean
Deputy



CITY OF CAMARILLO

Date 8-20-84

By *F. Dennis Kelly*

ATTEST:

By *Marilyn L. Liel*
City Clerk

CITY OF FILLMORE

Date Sept. 10, 1984

By *Ernest J. Morales*

ATTEST:

By *Aileen Withers*
City Clerk

CITY OF MOORPARK

Date Sept. 17, 1984

By *Jeta Yancy Johnson*

ATTEST:

By *David L. Lopez*
City Clerk



CITY OF OJAI

Date Oct 30, 1984

By *[Signature]*

ATTEST:

By *Cyndi Reynolds*
City Clerk

CITY OF OXNARD

Date 4-24-84

By Nad Takasugi

ATTEST:

By Maki Coronubias
City Clerk

CITY OF PORT HUENEME

Date 7/16/84

By Daniel Wright

ATTEST:

By Karen B. Jackson
City Clerk

CITY OF SAN BUENAVENTURA

Date 6/14/84

By [Signature]
City Manager

ATTEST:

By [Signature]
City Clerk

APPROVED AS TO FORM

[Signature]
City Attorney

CITY OF SANTA PAULA

Date 9/24/84

By Les H. Maland

ATTEST:

By [Signature]
City Clerk

CITY OF SIMI VALLEY

Date 10/31/84

By *[Signature]*

ATTEST:

By *[Signature]*
City Clerk

CITY OF THOUSAND OAKS

Date 5/8/84

By *[Signature]*

ATTEST:

By *[Signature]*
Deputy City Clerk

APPROVED AS TO FORM

[Signature]

RICHARD M. STINEY
CITY ATTORNEY

I HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL

DATE January 27, 1984

Office of the City Clerk

[Signature]

Deputy City Clerk,
City of Simi Valley

CITY OF SIMI VALLEY
MEMORANDUM

FILE NO: 100-1

X-REF: VIC 2000

Operational Area Agreement

January 8, 1996

TO: City Council
FROM: Police Department
SUBJECT: VENTURA COUNTY OPERATIONAL AREA AGREEMENT

RECOMMENDATION

It is recommended that the City Council join the Ventura County Operational Area for the purpose of coordinating countywide disaster planning and response.

BACKGROUND AND OVERVIEW

The operational area concept has existed in emergency services for many years. An operational area is an intermediate level of the state emergency services organization consisting of a county and the cities within the county. The operational area concept was developed to manage police and fire mutual aid systems.

The Standardized Emergency Management System (SEMS) legislation (California Code of Regulations, Title 19, Division 2, Office of Emergency Services, Section 2409) expands the operational area concept. Under SEMS, the operational area concept becomes the fundamental local emergency management structure through which all resources, communication and mutual aid systems are coordinated. The Operational Area remains in effect at all times and is the organizational structure through which the following activities occur:

1. Intergovernmental emergency planning;
2. Cooperative training activities;
3. Operational Area emergency planning grant administration;
4. Coordination of resources and information during disasters;
5. Coordination of intergovernmental post-disaster recovery operations.

An operational area, under SEMS, includes a county and each political jurisdiction within the county. This broadens the operational area definition to include special districts along with the cities and the county. However, special districts are not signatories to the Operational Area Agreement (Agreement). Special districts are represented in the Operational Area by the cities in accordance with existing emergency plans.

To facilitate emergency planning activities within the Ventura County Operational Area, an Operational Area Coordinating Council (Council) is being formed. The Council will meet on a regular basis. The Council consists of one representative from each of the party jurisdictions to the Agreement. During significant emergencies and disasters the Council shall meet in the County Emergency Operations Center and coordinate the Operational Area's response using the Inter-Agency Coordination System (IACS). IACS is a SEMS defined process through which disaster intelligence is shared and resources are identified and allocated.

There is no monetary compensation required from any party to another party as a condition of assistance provided under the Agreement except for direct costs as designated in mutual aid agreements. The salaries, employment and workers' compensation benefits of each employee participating in the Operational Area/Inter-Agency Coordinating Council shall be the responsibility of the party that employs the individual. All persons participating in the Operational Area/Inter-Agency Coordinating Council remain employees of the party that regularly employs them.

The Ventura County Office of Emergency Services (OES) is designated as the Operational Area's lead agency. The OES staff will be responsible for the day-to-day administration in accordance with the policies and procedures established by the Operational Area Coordinating Council. OES is also responsible for maintaining a functional Operational Area Emergency Operations Center at the Ventura County Government Center.

The County of Ventura and each city, except Simi Valley, have already adopted the Operational Area Agreement. Due to the identification of legal technicalities in the Agreement, staff was not able to bring the item before the City Council sooner. All of these legal issues are now resolved. This delay does not affect the execution of the Agreement. The attached Operational Area Agreement (Agreement, page 3) was developed with input from each of the cities and the County of Ventura.

SUMMARY

The passage of the Standardized Emergency Management System (SEMS) legislation (California Code of Regulations, Title 19, Division 2, Office of Emergency Services, Section 2409) requires the County Board of Supervisors to organize all local governments within the County's geographic area into a single operational area for the purpose of coordinating emergency planning and response activities. The attached Operational Area Agreement (page 3) was developed by each of the Ventura County cities and the County of Ventura to formalize the Ventura County Operational Area. Formalization of the Operational Area will enhance countywide emergency planning and the use of mutual aid systems during disasters. There are no costs associated with Operational Area participation.



Randy G. Adams, Chief of Police
Police Department

<u>Index</u>	<u>Page</u>
Agreement	3

**VENTURA COUNTY
OPERATIONAL AREA
ORGANIZATION AGREEMENT**

This Agreement is made this 1st day of December, 1995, by and between the cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley, Thousand Oaks, and the County of Ventura.

RECITALS

WHEREAS, the potential for a major catastrophe due to earthquake, flood, or other natural or manmade disaster causes all governmental entities within Ventura County to be prepared to share resources and information among themselves as well as with the State of California in order to protect the public welfare; and

WHEREAS, greater efficiency in mitigation, planning, response and recovery can be achieved by joining the efforts of the CITIES and the COUNTY together in pre-disaster agreements; and

WHEREAS, California Government Code §§ 8559, 8605, and 8607 define an Operational Area as an intermediate level of the state emergency services organization consisting of a county and all political subdivisions within the county area and establishes the Standardized Emergency Management System (SEMS) to perform disaster response and coordination of recovery operations by providing a focal point and conduit for disaster intelligence information, mutual aid requests and efficient management of resources; and

WHEREAS, because California Code of Regulations, Title 19, Division 2, Office of Emergency Service, §2409 requires local governments within a county geographic area to be organized into a single operational area by December 1, 1995, the parties recognize the need for an operational area agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. RECOGNITION OF AND PARTICIPATION IN THE OPERATIONAL AREA FOR
DISASTER RESPONSE AND RECOVERY OPERATIONS**

The parties to this Agreement recognize an Operational Area, as the term is defined in the California Emergency Services Act (Government Code 8550, et seq.) which designates an intermediate level of organization for coordination and communication between political subdivisions within Ventura County boundaries. The parties agree to participate in an organizational structure, or Operational Area Organization, which shall be a planning partnership limited to the exchange of disaster intelligence, identification of potential resources, facilitation of mutual aid, cooperative training

activities, and reciprocal lines of communication. The primary purpose of the organization shall be to facilitate local emergency response plans and programs which are intended to preserve the life and safety of people and property.

In addition, each party agrees that the Operational Area Organizational structure will utilize the Inter-Agency Coordination System defined as a formal decision making process involving the agencies and jurisdictions impacted by a disaster for the prioritization of incidents and the sharing and allocation of critical resources.

Each of the parties to this Agreement shall designate individuals to be trained to staff functions in the Operational Area Emergency Operations Center (EOC) and Inter-Agency Coordination responsibilities. Each party to this Agreement shall also designate, in writing, a line of succession of officials who are empowered to speak on behalf of the party at the Operational Area Organization.

2. OPERATIONAL AREA COORDINATING COUNCIL

An Operational Area/Inter-Agency Coordinating Council is hereby established by the parties to consist of one representative of each of the party jurisdictions to the Agreement, to be appointed independently by each respective party. Persons designated to represent the political jurisdictions on the Operational Area/Inter-Agency Coordinating Council should be the Director of Disaster Services or their appointed designee. In all cases, the representative of a jurisdiction shall have sufficient authority to speak on behalf of the jurisdiction in support of the Operational Area. It shall be the responsibility of the Operational Area/Inter-Agency Coordinating Council to establish organizational structure, policies, and procedures for the Council and Operational Area in accordance with Standardized Emergency Management System (SEMS) and Inter-Agency Coordination System regulations and guidelines. The Operational Area/ Inter-Agency Coordinating Council shall decide when and where it will hold its meetings.

3. CONSIDERATION

The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties under this Agreement. There shall not be any monetary compensation required from any party to another party as a condition of assistance provided under this Agreement, except for reimbursement of direct costs as designated in mutual aid agreements. Nothing in this Agreement shall be construed as altering coordination of fire and law enforcement resources accomplished through their respective mutual aid systems. In

the event that funds are assigned to the Operational Area, they shall be administered by the Operational Area Coordinating Council in accordance with any accompanying regulations.

4. LEAD AGENCY

The parties of this Agreement hereby designate the Ventura County Office of Emergency Services as the Lead Agency of the Operational Area/Inter-Agency Coordinating Council. The Office of Emergency Service staff shall be responsible for the day-to-day administration of the Operational Area in accordance with the policies and procedures adopted by the Operational Area/Inter-Agency Coordinating Council. This includes coordinating the initial planning and development of the Operational Area in concert with the member local governments. The Lead Agency shall:

- A. Coordinate information, resources and priorities among the local governmental entities situated within the Operational Area, as prescribed by the Operational Area/Inter-Agency Coordinating Council.
- B. Coordinate information, resources and priorities between the regional level and the local government levels. Coordination of fire and law enforcement resources shall be accomplished through their respective mutual aid systems.
- C. Use inter-agency coordination to facilitate decisions for overall Operational Area level emergency response and mutual aid activities.

5. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS) REGULATIONS

The Cities and County of Ventura recognize and fully support California's Standard Emergency Management System (SEMS). Development of the Ventura Operational Area and its Disaster Response Standard Operating Procedures will be in accordance with the major components of SEMS identified in California Code of Regulations, Title 19, Division 2, Office of Emergency Services which includes:

- THE NATIONAL INCIDENT COMMAND SYSTEMS (ICS)
- INTER-AGENCY SYSTEM COORDINATION
- THE STATE'S MASTER MUTUAL AID PROGRAM
- OPERATIONAL AREA
- OPERATIONAL AREA SATELLITE INFORMATION SYSTEM (OASIS)

6. PROVISION OF FACILITIES AND SUPPORT

The County shall provide an emergency operations center located at 800 South Victoria Avenue, Ventura, California, as

the site for the Operational Area EOC. The County shall also provide EOC support staff for the Operational Area EOC during actual operations and drills. All parties to this Agreement shall provide trained staff, as necessary, for the decision making and operational positions of the Operational Area/Inter-Agency Coordinating Council.

7. TERM OF AGREEMENT

This Agreement shall be effective from the date it is executed in writing and shall remain in effect unless and until it is modified or terminated in writing, in accordance with the terms of this Agreement. This Agreement may be terminated at any time by written agreement of a majority of the parties entering into it that have not previously withdrawn from this Agreement.

8. WITHDRAWAL OF A PARTY

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of this Agreement upon giving thirty (30) calendar days written notice to the other parties. Notice shall be deemed to have been given three days after such notice is posted by first class U.S. Mail or, alternatively, sent by confirmed facsimile to each existing party to this Agreement. On the effective date of withdrawal, the withdrawing party's rights and duties under this Agreement shall terminate.

9. INDEMNIFICATION AND HOLD HARMLESS

Each city agrees to indemnify, defend, and hold harmless the County and the other cities party to this agreement and their authorized agents, officers, volunteers, and employees against any and all claims or actions arising from the city's negligent acts or omissions arising from this Agreement and for any costs or expenses incurred by the County or cities on account of any claim therefor arising from this Agreement.

The County agrees to indemnify, defend, and hold harmless the cities and their authorized agents, officers, volunteers, or employees against any and all claims or actions arising from the County's negligent acts or omissions and or any cost or expenses incurred by the cities or the County on account of any claim therefor arising from this Agreement.

10. SALARIES, EMPLOYMENT AND WORKER'S COMPENSATION BENEFITS

The salaries, employment and worker's compensation benefits of each employee participating in the Operational Area/Inter-Agency Coordinating Council shall be the responsibility of the party that employs the individual, and all persons

participating in the Operational Area/Inter-Agency Coordinating Council shall remain employees of the party that regularly employs them during the performance of all tasks undertaken pursuant to this Agreement. It is understood that each party's employees have no rights, benefits, or special employment status conferred by reason this Agreement.

11. EXECUTION OF AGREEMENT

This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument, and be accorded the same force and effect as if executed on one and the same instrument.

employees against any and all claims or actions arising from the County's negligent acts or omissions and or any cost or expenses incurred by the cities or the County on account of any claim therefore.

10. SALARIES, EMPLOYMENT AND WORKER'S COMPENSATION BENEFITS

The salaries, employment and worker's compensation benefits of each employee participating in the Operational Area Council shall be the responsibility of the party that employs the individual, and all persons participating in the Operational Area Council shall remain employees of the party that regularly employs them during the performance of all tasks undertaken pursuant to this Agreement. It is understood that each party's employees have no rights, benefits, or special employment status conferred by reason this Agreement.

11. EXECUTION OF AGREEMENT

This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument, and be accorded the same force and effect as if executed on one and the same instrument.

IN WITNESS WHEREOF, THE CITY OF CAMARILLO HAS EXECUTED THIS AGREEMENT AS FOLLOWS:

CITY OF CAMARILLO

Michael O. Moran
Mayor

Dated: 11-15-95

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

CITY CLERK

By Marilyn J. Hill

c:\wp51\disagr\sems.agr

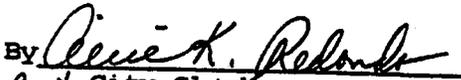
IN WITNESS WHEREOF, THE CITY OF SIMI VALLEY HAS EXECUTED THIS
AGREEMENT AS:

CITY OF SIMI VALLEY



Gregory Stratton, Mayor

ATTEST

By 

Asst. City Clerk

Agreement No. 96-89

VENTURA COUNTY/CITIES

MUTUAL AID AGREEMENT

FOR

EMERGENCY BUILDING AND SAFETY SERVICES

THIS AGREEMENT is entered into by and between the following cities and county, each of which is a municipal corporation or public entity: CITY OF CAMARILLO, CITY OF FILLMORE, CITY OF MOORPARK, CITY OF OJAI, CITY OF OXNARD, CITY OF PORT HUENEME, CITY OF SAN BUENAVENTURA, CITY OF SANTA PAULA, CITY OF SIMI VALLEY, CITY OF THOUSAND OAKS, AND THE COUNTY OF VENTURA.

W I T N E S S E T H

WHEREAS, the parties hereto are geographically located in proximity to each other within the County of Ventura, and

WHEREAS, within the jurisdiction of each of the parties hereto, damage to buildings and injury to occupants can result from earthquake, natural disaster, or unforeseen local emergency, and

WHEREAS, in the event of such disasters the personnel resources of individual parties to this agreement may be insufficient to perform all necessary structural surveys and building safety inspections in connection with damaged properties, and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each render assistance to others, if possible, in event of an earthquake, natural disaster, or unforeseen local emergency, and

WHEREAS, personnel of the Building and Safety departments of the parties hereto are qualified by training and experience to perform the surveys and inspections as may be necessary under such circumstances,

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

(1) In the event that an earthquake, natural disaster, or unforeseen local emergency affects an individual party to this agreement to an extent that it cannot perform all necessary structural surveys and building safety inspections, then each of the other parties hereto will, upon request, furnish appropriate Building and Safety personnel and necessary equipment for the purpose of completing such surveys and inspections. Request for assistance shall be coordinated through the Ventura County Office of Emergency Services when feasible.

9J108-1.94/1

Contract No. 3424-96
CC: October 22, 1996

(2) Provisions of this agreement shall be invoked only when, in the judgment of the governmental agency requesting aid, it is determined that emergency services from cooperating Building and Safety departments are necessary because all such normal resources have been depleted, and assistance from outside the requesting agency is needed in order to provide for the public safety and welfare.

(3) Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.

(4) The requesting party to this agreement shall be required to compensate any other party for service rendered under this agreement.

(5) No party to this agreement shall be required to insure, indemnify, hold harmless, nor compensate any other such party for death, injury, or loss suffered by mutual aid Building and Safety personnel.

(6) A governmental agency furnishing mutual aid under the terms of this agreement shall be responsible for salaries, benefits, insurance, and other compensation attendant to its employees.

(7) A governmental agency receiving aid under the terms of this agreement shall be responsible for providing food, lodging, and incidentals necessary for the performance of emergency services by mutual aid Building and Safety personnel.

(8) A governmental agency receiving aid under the terms of this agreement shall be responsible for maintaining accurate records of time and expenditures for materials, equipment, and mutual aid Building and Safety personnel in connection with their services.

(9) Authority for the direction and control of mutual aid Building and Safety personnel shall reside in the Building Official or alternates designated by the governmental agency requesting aid. Insofar as possible, such personnel shall be directly supervised by a Building and Safety staff member of the furnishing jurisdiction.

(10) This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever. Any service performed or expenditure made by any party hereto in connection with this agreement, shall be deemed conclusively to be for the direct benefit and protection of the public welfare within the governmental jurisdiction receiving aid.

9J108-1.94/2

Contract No. 3424-96

(11) This agreement shall be supplemental to, and shall not conflict with provisions of the California Disaster and Civil Defense Master Mutual Aid Agreement, if and when said master mutual aid agreement becomes operative as a result of a declaration of extreme emergency by the State Governor.

(12) Any party to this agreement may withdraw at any time, upon thirty (30) days' written notice to each of the other parties. Thereafter, such withdrawing party shall no longer be a party to this agreement, but this agreement shall continue in force and effect among the remaining parties.

IN WITNESS WHEREOF, the parties hereby execute this agreement on the date noted below.

IN WITNESS WHEREOF, the parties hereto do affix their hands.



COUNTY OF VENTURA

Date July 11, 1995
ATTEST: RICHARD D. DEAN
Clerk of Supervisors

By Maggi Keldie

By Roberta Rodriguez
Deputy

CITY OF CAMARILLO

Date April 24, 1996
ATTEST:

By David M. Smith
David M. Smith, Mayor

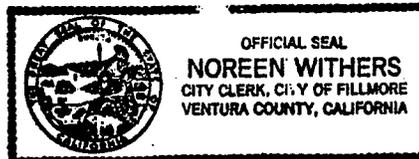
By Marilyn Stahl
City Clerk

CITY OF FILLMORE

Date Feb. 21, 1996
ATTEST:

By Roger [Signature]

By Noreen Withers
City Clerk



9J108-1.94/3

Contract No. 3424-96

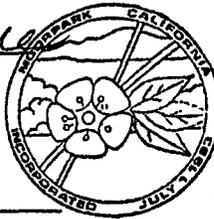
CITY OF MOORPARK

Date 01-22-97

By [Signature]

ATTEST:

BY [Signature]
City Clerk



CITY OF OJAI

Date 1/21/97

By [Signature]

ATTEST:

BY [Signature]
City Clerk



CITY OF OXNARD

Date March 26, 1997

By [Signature]
Dr. Manuel M. Lopez

ATTEST:

BY [Signature]
Deputy City Clerk

CITY OF PORT HUENEME

Date 2/29/96

By [Signature]

ATTEST:

BY [Signature]
City Clerk

CITY OF SAN BUENAVENTURA

Date December 10, 1996

By [Signature]
Donna Landeros
City Manager

ATTEST:

BY [Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Chief Assistant City Attorney

9/108-1.94/4

Contract No. 3424-96

CITY OF SANTA PAULA

Date 2-9-96

By *Alfonso Elmir*

ATTEST:

By *[Signature]*
City Clerk

CITY OF SIMI VALLEY

Date February 10, 1997

By *Greg Thatta*

ATTEST:

By *Cecilia K. Redondo*
Assistant City Clerk

CITY OF THOUSAND OAKS

Date October 22, 1996

By *Andrew P. Fox*
Andrew P. Fox, Mayor

ATTEST:

By *Nancy A. Dillon*
City Clerk
Nancy A. Dillon



91108-1.94/5

Contract No. 3424-96

FILE NO: 100-1
X-REF: V.P. Cities
Mutual Aid for
Emergency Services

CITY OF SIMI VALLEY
MEMORANDUM

February 10, 1997

TO: City Council
FROM: Department of Environmental Services
SUBJECT: MUTUAL AID AGREEMENT FOR EMERGENCY BUILDING AND SAFETY SERVICES

RECOMMENDATION

It is recommended that the City Council approve and authorize the Mayor to sign on behalf of the City of Simi Valley the attached Mutual Aid Agreement for Emergency Building and Safety Services..

BACKGROUND AND OVERVIEW

The County of Ventura currently maintains a mutual and automatic aid agreement with most of the ten cities which provides for reciprocal aid for building and safety services during emergencies. The Agreement provides that when a party to the Agreement cannot perform all necessary structural surveys and building safety inspections within its jurisdiction, each of the other parties to the Agreement will, upon request, furnish Building and Safety personnel and necessary equipment, as available, to complete such surveys and inspections. The participating municipalities are not obligated to provide emergency assistance if their individual circumstances cannot warrant reciprocal aid.

The existing Mutual Aid Agreement was executed in 1985 by the County of Ventura and the cities of Camarillo, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, and Thousand Oaks. As a result of the recent firestorms and Northridge Earthquake, existing mutual aid agreements for various public safety services within the State are being reviewed. This review is in response to concerns expressed by the Federal Emergency Management Agency (FEMA) and the State Office of Emergency Services (OES) during the preparation of claims for reimbursement of disaster response expenses. Following an earthquake, natural disaster, or unforeseen local emergency, the City agency is asked to contact the Ventura County Office of Emergency Services to request the needed resources to perform the necessary structural surveys and building safety inspections in connection with damaged properties. As part of the overall statewide mutual aid program, the Ventura County OES will coordinate a response from resources unaffected by the disaster. The proposed Agreement would speed up the process by reducing the response time by authorizing neighboring cities to provide immediate assistance.

The existing Mutual Aid Agreement was vague in its language which addressed whether compensation was required to be paid to other agencies for services rendered. In addition to ensuring a more immediate response to a mutual aid request, the proposed Agreement clarifies the compensation issue by stating that the requesting party shall be required to compensate any other party for services rendered under this Agreement. This change, which makes the requesting entity responsible for all costs from the initial request, is typical of the trend within the State as mutual aid agreements are being updated and refined. The method for reimbursement for mutual aid, through FEMA's DSR process, will not change as a result of the proposed Agreement.

The proposed Agreement was developed by the Ventura Chapter of the International Conference of Building Officials, to which the Building Officials of all jurisdictions within Ventura County belong. This is in response to recommendations made by the training program established in California by the California Building Officials (CALBO). It has been reviewed by the City/Military Subcommittee of the Ventura County Disaster Council. Members of that Subcommittee represent all cities and military bases within Ventura County. Both bodies support the Agreement.

The County of Ventura, Office of Emergency Services, has a unique role as the local coordinator for provision of building and safety services during major emergencies. Thus, the Ventura County Board of Supervisors has been asked to approve this Agreement. The Agreement was approved by the Board on July 11, 1995. It should be noted that the Agreement has been approved by the cities of Camarillo, Fillmore, Moorpark, Port Hueneme, San Buenaventura, Santa Paula, and Thousand Oaks. Municipalities are approving the Agreement on a sequential basis. Once the Simi Valley City Council takes action, the document will be considered by the remaining municipalities, Oxnard and Ojai.

FINDINGS AND ALTERNATIVES

Providing safety assessments after a disaster is critical. With the limited number of personnel available to perform such assessments, it is necessary that the County of Ventura and the ten cities come to the aid of one another when requested. This Mutual Aid Agreement would enable quick responses that would save lives, and assist communities in their rapid recovery efforts.

The proposed Agreement addresses specifically how participating agencies will be compensated for their services. This information will be especially useful should a State or Federal disaster be declared. During times of declared disasters, State OES and FEMA will be looking for compensation information in the Mutual Aid Agreement before they will consider reimbursement to any participating agency. By including this information in the document, state and federal reimbursement should be facilitated and maximized.

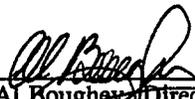
The Northridge Earthquake emphasized the importance of having the compensation process outlined in the Mutual Aid document. The previous Building and Safety Mutual Aid Agreement did not specifically address compensation issues, and therefore, caused FEMA/OES to question reimbursements to agencies. This revised Agreement should eliminate these concerns. Adoption of the attached Agreement will aid the City during a State or Federal declared disaster. Without such an Agreement, the City could find it difficult to receive prompt assistance from local cities and thus slow down the disaster recovery effort.

The following alternatives are available to the City Council:

1. Approve the attached Mutual Aid Agreement.
2. Elect not to approve the Agreement.
3. Provide further direction to staff.

SUMMARY

The attached Agreement has been approved by the County of Ventura and the cities of Camarillo, Fillmore, Moorpark, Port Hueneme, San Buenaventura, Santa Paula, and Thousand Oaks, in response to concerns expressed by FEMA and OES as a result of recent firestorm and the Northridge Earthquake. The Northridge Earthquake emphasized the importance of having the compensation process outlined in the Mutual Aid document. The proposed Agreement addresses specifically how participating agencies will be compensated for their services. Providing safety assessments after a disaster is critical. With the limited number of personnel available to perform such assessments, it is necessary that the County of Ventura and the ten cities come to the aid of one another when requested. This Mutual Aid Agreement would enable quick responses that would save lives, and assist communities in their rapid recovery efforts. It is recommended that City Council approve this Agreement.



Al Bouhey, Director
Department of Environmental Services

Index

Page

Attachment A	- Mutual Aid Agreement for Emergency Building and Safety Services	4
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Submitted to Council On 2-10-97
Consent (2)
Res. No. _____
Ord. No. _____
Adopted: _____
Referred To: _____
Status Approved

RESOLUTION NO. 98-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMI VALLEY, AUTHORIZING THE CITY OF SIMI VALLEY TO BECOME A SIGNATORY TO THE PUBLIC WORKS MUTUAL AID AGREEMENT FOR REGION I OF THE OFFICE OF EMERGENCY SERVICES FOR THE STATE OF CALIFORNIA

WHEREAS, a Public Works Mutual Aid Agreement was first executed by the County of Los Angeles and the County of Orange in 1989; and

WHEREAS, since the date of its initial execution, other counties and cities have become signatories to said agreement enabling it to become the master Public Works Mutual Aid Agreement for all of Region I of the Office of Emergency Services for the State of California; and

WHEREAS, the purpose of said agreement is to allow participating agencies to better facilitate and coordinate the sharing of Public Works resources in the response to and recovery from damages sustained as a result of a catastrophic event requiring declaration of a local emergency; and,

WHEREAS, said agreement sets forth certain guidelines to be followed by one public agency when requesting and using emergency public works services from another public agency; and,

WHEREAS, in order to assure the resources of an assisting agency are not unreasonably depleted, said agreement stipulates that rendering of emergency Public Works services by an assisting agency shall be voluntary; and

WHEREAS, the City Council finds and determines that, in order to be better prepared to respond to an emergency, it is appropriate for the City of Simi Valley to become a signatory to this Public Works Mutual Aid Agreement.

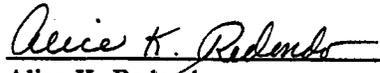
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIMI VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Mayor is authorized to sign the Additional Parties to the Agreement Statement necessary for the City of Simi Valley to become a signatory to the Public Works Mutual Aid Agreement for Region I of the Office of Emergency Services for the State of California.

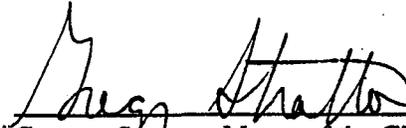
SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED and ADOPTED this 26th day of January, 1998.

Attest:



Alice K. Redondo
Assistant City Clerk



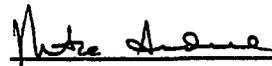
Gregory Stratton, Mayor of the City of
Simi Valley, California

Approved as to Form:

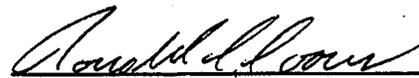


John Torrance, City Attorney

Approved as to Content:



Mike Sedell, City Manager



Ronald C. Coons, Director
Department of Public Works

RES. NO. 98-6

I, Assistant City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Resolution No. 98-6, was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 26th day of January, 1998, by the following vote of the City Council:

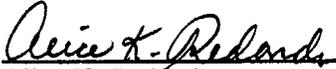
AYES: Council Members Miller, Webb,
Mayor Pro Tem Davis, and Mayor Stratton

NAYS: None

ABSENT: Council Member Williamson

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 27th day of January, 1998.



Alice K. Redondo
Assistant City Clerk of the City of
Simi Valley, California

PUBLIC WORKS MUTUAL AID AGREEMENT
NO. 105-90-CC

ADDITIONAL PARTIES TO AGREEMENT

CITY OF SIMI VALLEY

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized officers on the dates hereinafter indicated.

BY:



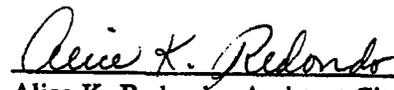
Gregory Stratton, Mayor
City of Simi Valley

DATE:

January 26, 1998

ATTEST:

BY:



Alice K. Redondo, Assistant City Clerk
City of Simi Valley

DATE:

January 27, 1998

PUBLIC WORKS MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is made and entered into by those parties who have adopted and signed this Agreement.

WHEREAS, the California Office of Emergency Services, the League of California Cities, the County Supervisors Association of California, and the American Public Works Association have expressed a mutual interest in the establishment of a plan to facilitate and encourage public works mutual aid agreements between political subdivisions throughout California; and

WHEREAS, the parties hereto have determined that it would be in their best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the parties whenever emergency personnel, equipment and facility assistance is provided from one party's Public Works Department to the other; and

WHEREAS, no party should be in a position of depleting unreasonably its own resources, facilities, or services providing such mutual aid; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Article 14 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. For this Agreement, the following terms shall be ascribed the following meanings:
 - a. "Coordinator" shall mean the person designated by each party to act on behalf of that party on all matters relative to mutual aid, to include but not be limited to requests, responses, and reimbursement.
 - b. "Local Emergency" shall mean the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons or property within the territorial limits of one of the parties caused by human or natural conditions such as air pollution, fire, flood, storm, wind, earthquake, explosion, transportation accident, hazardous material problem, tsunami, sudden or severe energy shortage, epidemic, riot or other occurrences, other than conditions resulting from a labor controversy, which occurrences, or the immediate threat thereof, are likely to be beyond the control of the personnel, equipment, or facilities of that party to this Agreement and which personnel, equipment or facilities of the other party are therefore desired to combat.
 - c. An "Operational Area" for the coordination of public works mutual aid shall normally be a County and all the jurisdictions within the County that are parties to this Agreement. A different public works operational area may be established by the parties in some unique cases.
2. Coordinators designated by each party shall be designated by Title, Name, Address and Phone Number, and if said Coordinator changes, the other parties of the Agreement shall be notified in writing as soon as practical after the appointment has been made through the Agreement Coordinator designated in Paragraph 18 hereinafter.

3. When a Local Emergency has been proclaimed by party's governing body or authorized official, the Coordinator may request assistance.
4. When request for assistance is received, the assisting Coordinator shall promptly advise of the extent of response, provide whatever personnel, equipment, and/or facilities as can be provided without jeopardizing the safety of persons or property within their jurisdiction. No party receiving a request for assistance shall be under any obligation to provide assistance or incur any liability for not complying with the request.
5. When the assisting Coordinator's personnel, equipment, and/or facilities are no longer required or when assisting Coordinator advises that the resources are required within their own jurisdiction, the requesting Coordinator shall immediately arrange for the return of those resources.
6. Requesting party shall be responsible for the safekeeping of the resources provided by the assisting party. Requesting Coordinator shall remain in charge of the incident or occurrence and shall provide control and direction to the resources provided by the assisting party. The request may include for providing-supervisory personnel to take direct charge of the resources under the general direction of the requesting Coordinator. Requesting Coordinator shall make arrangements for housing and feeding, assisting personnel, fueling, servicing, and repair of equipment if such support is requested by assisting Coordinator. Assisting party's personnel shall not be deemed employees of requesting party and vice versa.
7. The requesting party agrees to pay all direct, indirect, administrative and contracted costs of assisting party incurred as a result of providing assistance pursuant to this Agreement, based upon standard rates applicable to assisting party's internal operations. Payment shall be made within sixty (60) days after receipt of a detailed invoice. Requesting party shall not assume any liability for the direct payment of any salary or wages to any officer or employee of assisting party.
8. Requesting party shall hold harmless, indemnify, and defend the assisting party, its officers, agents, and employees against all liability, claims, losses, demands or actions for injury to, or death of, a person or persons, or damages to property arising out of, or alleged to arise out of or in consequence of, this Agreement provided such liability, claims, losses, demands, or actions are claimed to be due to the acts or omissions of the requesting party, its officers, agents, or employees, or employees of the assisting party working under the direction and control of the requesting party when the act or omission of such assisting party employee occurs or is alleged to occur within the scope of employment under the direction and control of the requesting party.
9. When mutual aid is provided, the requesting and assisting agencies, will keep account records of the personnel, equipment, and materials provided as required by Federal and State (NDAA) and FEMA guidelines to maximize the possibility of Federal and State disaster reimbursement. Each party shall have access to other party's records for this purpose.

10. Agreement shall take effect immediately upon its execution and shall remain in effect until terminated.
11. Any party may withdraw from agreement without cause upon delivery of sixty (60) days prior written notice to the Agreement Coordinator designated in Paragraph 18 hereinafter.
12. To the extent that they are inconsistent with this agreement all prior agreements for public works mutual aid between the parties hereto are hereby null and void.
13. Requests for mutual aid assistance under this Agreement when more than one County is impacted by a disaster, should be channeled through the appropriate Regional State Office of Emergency Services to ensure maximum effectiveness in allocating resources to the highest priority needs.
14. Requests for Public Works assistance from outside of an operational area should be channeled through the authorized emergency management organizations for the requesting and providing parties' operational areas.
15. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
16. This Agreement in no way acts to abrogate or waive any immunity available under the Tort Claims Act.
17. Initial signatories to this Agreement are:

Los Angeles County
Orange County
18. The County of Los Angeles shall act as the initial Agreement coordinator of this program for the purpose of:
 - a. Receipt of new members to the Agreement.
 - b. Maintaining a current list of signatory parties and representatives.
 - c. Circulating annually a list of all parties and Representatives to all signatory parties.
 - d. Arranging for amendments to agreement as may be necessary.

The party acting as Agreement Coordinator may transfer these responsibilities to another party with the consent of that party and upon notification of the other parties to the Agreement.

19. All signatory parties agree that any other qualified public agency or quasi public agency may become a party to this agreement by executing a duplicate copy of this agreement and sending same to the Agreement Coordinator, initially the County of Los Angeles, addressed as follows:

The Los Angeles County Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Disaster Services Coordinator

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized officers on the dates hereinafter indicated.

ATTEST

Larry J. Monteilh
Executive Officer-Clerk of
the Board of Supervisors



LOS ANGELES COUNTY

BY Lorna C. Walton
DEPUTY

BY Edward D. Edelmen
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD.

ORANGE COUNTY

BY Linda D. Ruth
LINDA D. RUTH JAN 9 1989
CLERK OF THE BOARD OF SUPERVISORS
OF ORANGE COUNTY, CALIFORNIA
APPROVED AS TO FORM
DeWitt W. Clinton
County Counsel

BY Don P. Roth
CHAIRMAN, BOARD OF SUPERVISORS

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 . OCT 31 1989

BY DeWitt W. Clinton
PRINCIPAL DEPUTY

APPROVED AS TO FORM:
ADRIAN KUYPER, COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Larry J. Monteilh
LARRY J. MONTEILH
EXECUTIVE OFFICER

SAN LUIS OBISPO COUNTY

By: Sara G. Parli
Deputy

BY Richard D. Kelly
CHAIRPERSON, BOARD OF SUPERVISORS

Nov 21, 1989

ATTEST:

[Signature]

APPROVED AS TO FORM
AND LEGAL EFFECT

COUNTY OF VENTURA

BY Andy L. Schaefer
CHAIR, BOARD OF SUPERVISORS

ATTEST:

RICHARD D. DEAN, County Clerk,
County of Ventura, State of
California, and ex-officio Clerk
of the Board of supervisors thereof.

BY Roberta Rodriguez
Deputy Clerk



FILE NO: 402-5
Emergency
Services

CITY OF SIMI VALLEY
MEMORANDUM

January 26, 1998

TO: City Council

FROM: Department of Public Works

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING THE CITY TO BECOME A SIGNATORY TO THE PUBLIC WORKS MUTUAL AID AGREEMENT FOR REGION I OF THE OFFICE OF EMERGENCY SERVICES FOR THE STATE OF CALIFORNIA

RECOMMENDATION

It is recommended that the City Council:

1. Adopt a resolution (page 3) authorizing the City to become a signatory to the Public Works Mutual Aid Agreement for Region I of the Office of Emergency Services for the State of California;
2. Authorize the Mayor to sign the Additional Parties to the Agreement Statement (page 5) that will enable the City to become a signatory to the agreement.

BACKGROUND AND OVERVIEW

The City of Simi Valley is a signatory to the California Mutual Aid Agreement and has also entered into mutual aid agreements for such services as law enforcement, Building and Safety, and computer support. However, the City is not a signatory to a Public Works Mutual Aid Agreement.

In 1989, the Counties of Los Angeles and Orange entered into a Public Works Mutual Aid Agreement (Attachment 1, page 6) to better facilitate and coordinate the sharing of Public Works resources in the response to and recovery from damages sustained during an emergency. This agreement set forth guidelines to be followed by one agency when requiring and using emergency Public Works services from another agency. To date, all of the counties and many cities in Region I of the Office of Emergency Services of the State of California have become signatories to the agreement. Region I encompasses the Counties of Los Angeles, Orange, San Luis Obispo, Santa Barbara and Ventura.

FINDINGS AND ALTERNATIVES

The Public Works Mutual Aid Agreement is intended to be used only in major disasters when available resources of a signatory to the agreement are not adequate to cope with the disaster, and

PSC14/PWK/98A001.SR

outside Public Works resources are required. It is anticipated that in such a case, a local emergency would have been declared and a state of emergency declaration could be requested.

While the Public Works Mutual Aid Agreement is primarily aimed at a catastrophic disaster, such as a major earthquake, it could be used for any other disaster. The basic provisions of the agreement are that rendering of mutual aid by any agency is strictly voluntary, so that the resources of the assisting agency are not unreasonably depleted by the rendering of such aid.

The agreement also stipulates that the cost of the aid provided by an agency would be fully reimbursable by the agency receiving the aid. In a major disaster, most of this cost would likely be reimbursed by the State and Federal Governments.

Adoption of a resolution authorizing the City to become a signatory to the Public Works Mutual Aid Agreement for Region I will allow the City to expeditiously receive Public Works assistance from other counties and cities in southern California. It will also provide the City with a mechanism to provide assistance to other signatories to the agreement. All requests for and provisions of assistance would be coordinated by the County of Ventura. The Cities of Camarillo, Fillmore, Moorpark, Ojai, and Santa Paula are currently signatories to the agreement.

The following alternatives are available to the City Council:

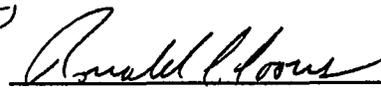
1. Adopt a resolution authorizing the City to become a signatory to the Public Works Mutual Aid Agreement for Region I of the Office of Emergency Services for the State of California;
2. Elect not to become a signatory to the Public Works Mutual Aid Agreement;
3. Provide staff other direction.

Staff recommends Alternative 1.

SUMMARY

Adoption of the proposed resolution authorizing the City to become a signatory to the Public Works Mutual Aid Agreement will allow the City to expeditiously receive and also provide emergency Public Works assistance on a reimbursable basis. Staff recommends that the City Council adopt the proposed resolution.

Presented to
Council on 11/26/98 Con(5)
Item No. 98-6
Adopted:
Referred to:


Ronald C. Coons, Director
Department of Public Works

Approved

PSC14/PWK/98A001.SR

RESOLUTION NO. 2001-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SIMI VALLEY ADOPTING THE REVISED MULTI-HAZARD
FUNCTIONAL PLAN (EMERGENCY PLAN)

WHEREAS, Simi Valley Municipal Code 4-5.08 states that the Simi Valley Disaster Council shall endeavor to develop the City of Simi Valley Emergency Plan; and

WHEREAS, Simi Valley Municipal Code 4-5.08 states that the City's Emergency Plan is intended to provide for the effective mobilization of all City resources to respond to local emergencies, states of emergency, or state of war emergencies; and

WHEREAS, the City Council finds and determines that the revised Multi-Hazard Functional Plan (Emergency Plan) complies with City of Simi Valley Municipal Code 4-5.08.

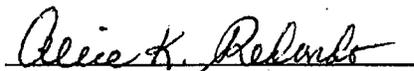
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIMI VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council adopts the revised Multi-Hazard Functional Plan (Emergency Plan) dated March 2001 that is on file in the City Clerk's Office.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

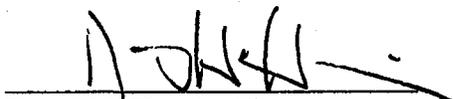
PASSED and ADOPTED this eighteenth day of June 2001.

Attest:

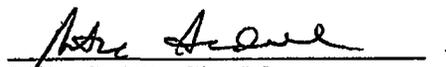
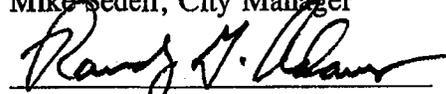

Alice K. Redondo
Assistant City Clerk


Bill Davis, Mayor of the City of
Simi Valley, California

Approved as to Form:


David H. Hirsch, City Attorney

Approved as to Content:


Mike Sedell, City Manager

Randy G. Adams, Chief
Police Department

I, Assistant City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Resolution No. 2001-37, was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 18th day of June, 2001, by the following vote of the City Council:

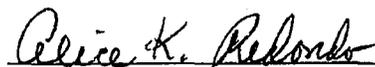
AYES: Council Members Sojka, Becerra, Miller,
Mayor Pro Tem Williamson and Mayor Davis

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 19th day of June, 2001.



Alice K. Redondo
Assistant City Clerk of the City of
Simi Valley, California

RESOLUTION NO. 2006-53
RESOLUTION NO. WWD-207

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SIMI VALLEY AND THE BOARD OF DIRECTORS
OF THE VENTURA COUNTY WATERWORKS DISTRICT NO.
8 ADOPTING THE NATIONAL INCIDENT MANAGEMENT
SYSTEM (NIMS)

WHEREAS, the President in Homeland Security Directive-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System, which would provide a consistent nationwide approach for federal, state, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from disasters, regardless of cause, size, or complexity; and

WHEREAS; California local and state government pioneered the development of standardized incident management systems to respond to a variety of catastrophic disasters, including fires, earthquakes, floods, and landslide; and

WHEREAS, in the early 1970s, the California fire service, in partnership with the federal government, developed the seminal emergency incident command system that has become the model for incident management nationwide; and

WHEREAS; in 1993, California was the first state to adopt a statewide Standardized Emergency Management System for use by every emergency response organization, and implemented a system involving local and state agencies to ensure the continual improvement of the Standardized Emergency Management System; and

WHEREAS, California local and state emergency management professionals have contributed their expertise to the development of the new National Incident Management System; and

WHEREAS, it is essential for responding to disasters and securing the homeland that federal, state, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the California Standardized Emergency Management System substantially meets the objectives of the National Incident Management System; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System nationwide.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIMI VALLEY AND THE BOARD OF DIRECTORS OF THE VENTURA COUNTY WATERWORKS DISTRICT NO. 8 DOES HEREBY RESOLVE AS FOLLOWS:

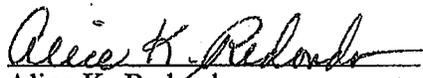
SECTION 1. The City Council/Board of Directors hereby adopts the National Incident Management System (NIMS) as enhanced by the Standardized Emergency Management System (SEMS) as the official regulatory guidance for emergency response, preparedness, mitigation, prevention and recovery within the City/District.

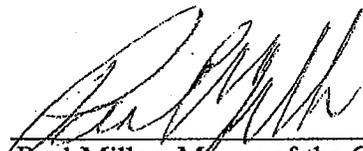
SECTION 2. The City Council/Board of Directors directs the City/District Manager's Office to integrate the National Incident Management System, to the extent appropriate, into the City/District's emergency management system.

SECTION 3. The City/District Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

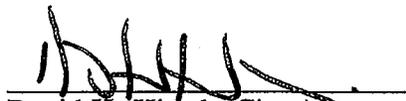
PASSED and ADOPTED this 25th day of September 2006.

Attest:

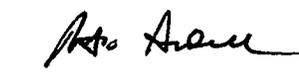

Alice K. Redondo
Assistant City Clerk/District Clerk

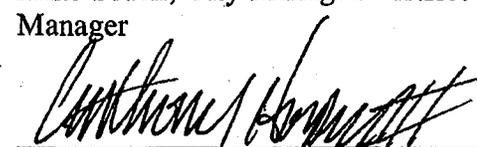

Paul Miller, Mayor of the City of
Simi Valley, California and Chair of
the Ventura County Waterworks
District No. 8

Approved as to Form:


David H. Hirsch, City Attorney/
District Counsel

Approved as to Content:


Mike Sedell, City Manager/District
Manager


Anthony Harper III, Acting Chief of
Police

I, Deputy Director/City Clerk/District Secretary of the City of Simi Valley, California, do hereby certify that the foregoing Resolution No. 2006-53/WWD-207 was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at an adjourned meeting thereof held on the 25th day of September 2006, by the following vote of the City Council:

AYES: Council Members/Directors Foster, Sojka, Williamson,
Mayor Pro Tem/Vice-Chair Becerra, and Mayor/Chair
Miller

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 26th day of September 2006.



Alice K. Redondo
Deputy Director/City Clerk/District
Secretary