



CITY OF GLENDALE, CALIFORNIA REPORT TO THE CITY COUNCIL

AGENDA ITEM

Report: Mutual Response and Assistance Agreement Between the City of Glendale and Crescenta Valley Water District

1. Motion authorizing the City Manager or his designee to enter into a Mutual Response and Assistance Agreement Between the City of Glendale and Crescenta Valley Water District.

COUNCIL ACTION

Item Type: Consent Calendar

Approved for September 14, 2021 **calendar**

ADMINISTRATIVE ACTION

Submitted by:

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Prepared by:

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Reviewed by:

Michele Flynn, Director of Finance

Michael J. Garcia, City Attorney

Approved by:

Roubik R. Golanian, P.E., City Manager

RECOMMENDATION

The Public Works Department (PWD) staff respectfully recommends that the City Council authorize the City Manager, or his designee, to enter into and execute a Mutual Response and Assistance Agreement Between the City of Glendale and Crescenta Valley Water District (CVWD).

BACKGROUND/ANALYSIS

CVWD's service area is adjacent to the north of the City of Glendale's service area. The City and CVWD, recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside of their respective areas, have negotiated the proposed Mutual Response and Assistance Agreement, attached hereto as Exhibit 1.

Through the Mutual Response and Assistance Agreement, the City and CVWD will coordinate responsive activities and will share resources during emergencies, and will also assist each other during emergencies and both planned and/or unplanned outages. The proposed agreement sets forth the standards and procedures for the administration of the agreement, including but not limited to policies/procedures relating to coordination, request for assistance – type of equipment, bypassing of systems, supplies and personnel, and recordkeeping

The party requesting assistance will reimburse the party assisting, for costs relating to personnel, equipment, materials and supplies. The proposed agreement also contains an indemnification provision under which the party requesting assistance assumes the indemnification and defense of the party responding with assistance for the entire time that assistance is requested and rendered, and until such time that the party responding with assistance returns to its portal. Both the City and CVWD are also required to provide proof of adequate insurance or self-insurance.

The parties will meet as frequently as necessary, but at least quarterly, to address mutual response and assistance issues and review emergency preparedness and response procedures. The parties shall work together to plan and coordinate emergency planning and response activities and shall ensure that all parties are informed of such activities and have the opportunity to participate in all related planning and training activities.

Either party is not obligated to respond to the other party's request. After a party receives a request for assistance, that party's authorized official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response.

The proposed Mutual Response and Assistance Agreement will improve emergency response capacity for both the City and CVWD. This enhances the quality of these services for people who reside in one of or both service areas and makes the entire region safer and better prepared for disaster situations.

FISCAL IMPACT

There is no fiscal impact associated with entering into the proposed agreement. In the event assistance is requested by the City and rendered by CVWD, the City will have to reimburse the costs associated with CVWD's personnel, equipment, materials and supplies.

ALTERNATIVES

Alternative 1: The City Council may authorize the City Manager, or his designee, to enter into herein proposed Mutual Response and Assistance Agreement between the City and CVWD.

Alternative 2: The City Council may choose to not authorize the herein proposed agreement.

Alternative 3: The City Council may choose any alternative not identified by staff.

EXHIBITS

Exhibit 1 - Mutual Response and Assistance Agreement Between the City of Glendale and Crescenta Valley Water District.