



Date of City Council Meeting: August 17, 2010

TO: Laurel M. Barcelona, City Administrator

FROM: Captain Donald A. Deming
ddeming@ci.lompoc.ca.us

SUBJECT: MUTUAL AID REIMBURSEMENT FOR JESUSITA FIRE

Recommendation: That the City Council:
Approve and sign the attached "Reimbursement Agreement" with the County of Santa Barbara, and receive funds totaling \$5,848.24 to reimburse the City of Lompoc for costs associated to police response to the Jesusita Fire.

Background:
On May 5, 2009 the Jesusita Fire ignited in an unincorporated area of Santa Barbara County. The Jesusita Fire destroyed 80 homes, forced the evacuation of 30,500 people and consumed 8,700 acres. Law Enforcement mutual aid was requested to assist with general law enforcement, evacuation of residents and staffing of road closures. The Lompoc Police Department responded to that request, and dispatched officers to assist. The total cost to the City of Lompoc for salaries, benefits, equipment and administration was estimated to be \$5,997.05.

Discussion:
The Santa Barbara County Sheriff submitted reimbursement claims to the California Emergency Management Agency (Cal-EMA) for both the County and the City of Lompoc. The County was later reimbursed for approximately 90 percent of the total claims for Law Enforcement mutual aid.

Upon receipt of these funds, the County has presented a Reimbursement Agreement to the City of Lompoc for \$5,848.24. This would reimburse the City for approximately 98 percent of its costs for the Law Enforcement response to the Jesusita Fire.

Fiscal Impact:
No fiscal impact. Those funds would reimburse the City of Lompoc for costs already incurred in 2009.

Conclusion:
By signing the Reimbursement Agreement, the City will be agreeing to hold the County harmless for any further claims regarding costs from providing Law Enforcement mutual aid to the Jesusita Fire, and receive reimbursement for that aid.

Staff recommends the City authorize the Mayor, City Clerk and City Attorney to sign the Reimbursement Agreement with the County of Santa Barbara.

A handwritten signature in black ink, appearing to read 'D. A. Deming', written in a cursive style.

DONALD A. DEMING
Captain

Attachments: Reimbursement Agreement

APPROVED FOR SUBMITTAL TO THE CITY ADMINISTRATOR:

A handwritten signature in black ink, appearing to read 'Laurel M. Barcelona', written in a cursive style and positioned above a horizontal line.

LAUREL M. BARCELONA
City Administrator

Reimbursement Agreement Between the County of Santa Barbara and The City of Lompoc

Recitals:

- a. On May 5, 2009 the Jesusita Fire ignited in an unincorporated area of the foothills above the County of Santa Barbara. The Jesusita Fire destroyed 80 homes, forced evacuation of 30,500 people and consumed 8,700 acres. The Jesusita Fire was not contained until May 20, 2009.
- b. Law Enforcement mutual aid was called upon to assist with general law enforcement, evacuation of citizens and staffing of road closures. Several agencies responded (the "Mutual Aid Agencies"), including The City of Lompoc (Lompoc).
- c. A mutual aid agreement was entered into between the Santa Barbara County Sheriff and Lompoc, which established the basis for receiving Cal-EMA (California Emergency Management Agency) and FEMA (Federal Emergency Management Agency) monies to partially reimburse the expenses associated with the mutual aid response. Santa Barbara County Sheriff submitted the reimbursement claims to Cal-EMA on behalf of itself and Lompoc. The claim submitted on behalf of Lompoc was based on the claim provided by Lompoc.
- d. Santa Barbara County Sheriff received \$618,661 in reimbursement for the Mutual Aid Agencies, which amounts to approximately 90% of the amount claimed. \$5,848.24 is to be apportioned to Lompoc.

The County of Santa Barbara "COUNTY" and the City of Lompoc "Lompoc" agree as follows:

1. COUNTY shall distribute to Lompoc its share of the Cal-EMA and FEMA Jesusita Fire reimbursements for the Mutual Aid Agencies in the amount of \$5,848.24.

2. Lompoc shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments or liabilities arising out of any audit that mandates the repayment of all or a portion of the reimbursed monies that were allocated to Lompoc; except those claims, demands, damages, costs, expenses, judgments or liabilities resulting from the sole negligence or willful misconduct of the County.

3. Lompoc shall notify the COUNTY immediately in the event of any audit arising out of or in connection with this Agreement.;

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

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

BILL BROWN
SANTA BARBARA COUNTY SHERIFF

By _____

APPROVED AS TO FORM:
FORM:

DENNIS A. MARSHALL,
SANTA BARBARA COUNTY
COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING

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

By _____

CITY OF LOMPOC

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney