

**JOINT POWERS AGREEMENT TO PROVIDE FOR INTER-AGENCY COOPERATION  
IN MAJOR NATURAL OR MAN-MADE DISASTER**

**DISASTER MANAGEMENT AREA B**

**Los Angeles County Operational Area**

This Joint Exercise of Powers Agreement ("Agreement") dated for reference March 18, 2004, is entered into by and among the cities of Agoura Hills, Calabasas, Hidden Hills, Lancaster, Malibu, Palmdale, Santa Clarita, Westlake Village and the County of Los Angeles ("Parties"). Each of the Parties is either a municipal corporation duly organized and existing under the laws of the State of California or a political subdivision of the State of California.

**PREAMBLE**

WHEREAS, natural or man-made disasters such as earthquakes, fires, floods, civil unrest, acts of terrorism or other physical manifestations may affect the peace, health, safety and general welfare of large numbers of persons and extensive areas; and

WHEREAS, the State of California has adopted the Standardized Emergency Management System ("SEMS") pursuant to Title 19, Division 2 of the State's Code of Regulations requiring all local governments within a county geographic area to be organized into a single Operational Area; and

WHEREAS, in accordance with SEMS, the Board of Supervisors of the County of Los Angeles established the Los Angeles County Operational Area ("Operational Area") on July 5, 1995, with the County of Los Angeles serving as the lead agency of the Los Angeles County Operational Area; and

WHEREAS, to enable the Los Angeles County Operational Area to accomplish the objectives of SEMS by promoting greater efficiencies in disaster management, planning, training, and preparedness, it is essential to coordinate the efforts of the cities within the

Los Angeles County Operational Area; and

WHEREAS, such coordination can be accomplished by cooperative management, planning, training, and preparedness action through responsible agencies prior to the time disaster response is required; and

WHEREAS, there have been established Disaster Management Areas (previously known as "Civil Defense Areas") within the Los Angeles County Operational Area; and

WHEREAS, the Parties to this Agreement are located within Disaster Management Area B of the Los Angeles County Operational Area and, therefore, have mutual interests and objectives to accomplish with reference to disaster management, planning, training and preparedness within said Area B; and

WHEREAS, the power to prepare for and mitigate natural or man-made disasters, and the power to act in case of emergency or disaster, are all powers common to the Parties to this Agreement; and

WHEREAS, that in order to efficiently and adequately exercise the powers herein above referred to, it is essential that skilled personnel, charged with the duty of coordinating disaster management efforts, should be provided in order to obtain maximum benefits; and

WHEREAS, that the Parties to this Agreement believe the arrangements and provisions provided by this Agreement will best serve the public peace, health, safety, and general welfare of said respective Parties, and of the Los Angeles County Operational Area and, therefore, shall supersede any prior agreement concerning Civil Defense Areas or Disaster Management Areas.

NOW THEREFORE, in consideration of the foregoing recitals and of the benefits which

will be derived from the coordination of disaster management, planning, training and preparedness efforts, and the availability of skilled personnel with adequate knowledge for coordination purposes, the Parties hereto do hereby mutually covenant and agree with each other, under the power and authority to do so granted under the provisions of Chapter 5 of Division 7 of Title 1 (Section 6500 et seq.) of the Government Code of the State of California, as follows:

## **1.0 Purpose**

1.1 The purpose of this Agreement is to promote the coordination of disaster management, planning and preparedness efforts of the Parties by cooperative planning, training and related activity under the direction of a Disaster Management Area Board. This Agreement shall supersede any prior agreement by the Parties hereto concerning these matters.

## **2.0 Creation of Disaster Management Area Board**

2.1 There is hereby created the Disaster Management Area B Board ("Governing Board"). The Governing Board shall consist of one representative from each Party who shall be appointed to the Governing Board by the governing body of each Party, and who may be removed at any time by such governing body. The member appointed to the Governing Board by the governing body shall be the liaison for emergency services for that entity. Each party may appoint an alternate who may act in the absence of the designated representative. No representative or alternate shall be appointed who is not an official, an

employee, or authorized representative of the appointing party.

### **3.0 Powers of the Disaster Management Area Board**

3.1 Within 60 days after this Agreement is formally approved by a minimum of three (3) Parties, to include two (2) cities and the County, the current coordinator for the existing Disaster Management Area in conjunction with the County Operational Area Office of Emergency Management shall assist this Board to provide for implementation of the provisions of this Agreement.

3.2 The Disaster Management Area B Board shall determine the most appropriate means to provide direct coordination and communication between the Los Angeles County Operational Area and the Parties to this Agreement. This may include retaining a full- or part-time Disaster Management Area Coordinator, or designating a lead agency to serve as Disaster Management Area Coordinator to work cooperatively to strengthen the Disaster Management Area as part of the Operational Area in disaster management, planning, training and preparedness. If the Governing Board designates a Coordinator who is not a lead agency or an employee of a party, the terms and conditions governing the services of the Coordinator shall be established by the Governing Board who shall designate the administrative practices. The Disaster Management Area Coordinator shall act as the Board's representative on the Operational Area Advisory Board.

3.3 Standard duties of the Disaster Management Area Coordinator or designated lead agency functioning in that capacity shall minimally include those identified in the attached "Duty Statement". Optional responsibilities listed in the Duty Statement may be modified

as necessary by said Board in meeting its specific needs.

3.4 The Governing Board shall have such powers as are granted by statute to general law cities to perform the duties specified in this Agreement, and such powers are subject to the same restrictions upon the manner of exercising the powers as in a general law city.

3.5 The Governing Board shall have the duty and responsibility to determine if personnel will be employed under this Agreement; the compensation of such personnel; the location of the Office Headquarters; all matters relating to policy and finance; and the overall supervision and direction of the personnel employed.

3.6 Nothing contained in this Agreement shall be construed as granting to any board, person, or other entity, the responsibility or power of each of the Parties hereto to protect against the loss of life and property solely within their respective jurisdictions. The Parties specifically retain such responsibility and power.

#### **4.0 Rules of the Board**

4.1 A simple majority of said Board shall constitute a quorum for the transaction of business unless otherwise designated by the Governing Board. The Governing Board shall elect one of its own members as Chair of the Governing Board.

The Governing Board shall provide for the time and place of its own meetings, shall promulgate its own rules, and conduct its business according to Robert's Rules of Order. It shall cause to be kept a record of its proceedings and shall furnish a copy thereof to each of the Parties hereto.

#### **5.0 Audit**

5.1 If in the process of conducting its duties the Disaster Management Area B Board

receives funds, property or other assets from any source, said Board shall be strictly accountable for those assets and shall report all receipts and disbursements, as provided in the Addendum to this Agreement.

5.2 Any party shall have the right during regular business hours to examine, inspect, review and copy, at its own expense, all books, records, accounts and other documents of the Governing Board relating to this Agreement.

## **6.0 Duration of this Agreement**

6.1 This Agreement shall take effect and be in full force as soon as such Agreement shall be duly executed by a minimum of three (3) Parties to include two (2) cities and the County and shall continue in full force and effect until such time as the member Parties determine it is in the public interest to dissolve the Disaster Management Area.

6.2 The Parties hereto shall have the right to withdraw from this Agreement effective July 1 of any calendar year by filing a written notice of intention to so withdraw from said Disaster Management Area on or before the first day of April of such year. In the event of the withdrawal from this Agreement of one or more of the Parties hereto, this Agreement shall continue and remain in full force and effect insofar as the remaining Parties are concerned. Any costs of the program provided for herein shall be borne by the remaining Parties in accordance with the Addendum to this Agreement.

6.3 In the event funding for this program is terminated, the County of Los Angeles, through the Office of Emergency Management, will provide DMAC support to the extent it is able and subject to resource availability. The County reserves the right in the exercise of its sole discretion to terminate its DMAC support in the event of fiscal constraints.

## **7.0 Disposition of Assets**

7.1 The party or Parties electing to withdraw from this Agreement prior to final termination shall not be entitled to any refund or payment from any properties or assets accumulated as a result of the joint exercise of powers herein. Upon final termination of this Agreement all property and any surplus or remaining funds acquired hereunder shall be distributed to the Parties to this Agreement at the time of such termination in proportion to their contributions for the last calendar year during which the Agreement was effective.

## **8.0 Amendments**

8.1 This Agreement may be amended from time-to-time by the unanimous agreement of the Parties.

## **9.0 Counterparts**

9.1 This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one agreement. Copies of this Agreement may be used in lieu of the original.

## **10.0 Liability**

10.1 Employees of any party performing disaster management services on behalf of the Disaster Management Area shall remain employees of that party for the purposes of workers' compensation and no other party shall have liability for injury to an employee of another party.

10.2 Pursuant to Government Code Section 895.4, each party hereby assumes the liability imposed on it, its officers and employees for injury caused by a negligent or

wrongful act or omission occurring in the performance of that party's obligations under this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. Accordingly, each party shall defend, indemnify and hold harmless the other Parties for any claim, demand, cause of action, loss, liability, damage, cost or expense that may be imposed on such party solely by virtue of said Section 895.2.



IN WITNESS WHEREOF each party has caused this Agreement to be duly executed by its authorized officer(s) on the date(s) set forth below.

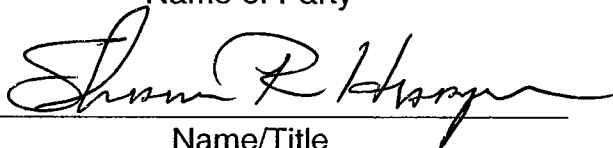
Signature Page \_\_\_\_ of \_\_\_\_

**JOINT POWERS AGREEMENT TO PROVIDE FOR INTER-AGENCY COOPERATION  
IN MAJOR NATURAL OR MAN-MADE DISASTER**

**DISASTER MANAGEMENT AREA B**

COUNTY OF LOS ANGELES

Name of Party

By 

Name/Title

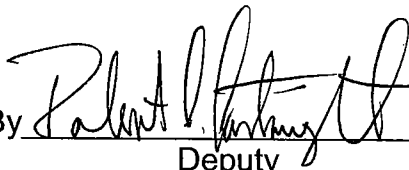
Sharon R. Harper, Chief Deputy, CAO

11/28/05

Date

APPROVED AS TO FORM  
BY COUNTY COUNSEL

RAYMOND G. FORTNER, JR

By   
Deputy

damage, cost or expense that may be imposed on such party solely by virtue of said Section 895.2.


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Signature Page \_\_\_ of \_\_\_

**JOINT POWERS AGREEMENT TO PROVIDE FOR INTER-AGENCY COOPERATION  
IN MAJOR NATURAL OR MAN-MADE DISASTER**

**DISASTER MANAGEMENT AREA B**

City of Agoura Hills  
Name of Party

By   
Greg Ramirez, City Manager

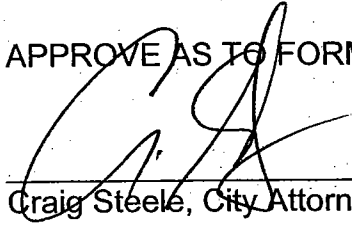
10/27/2004  
Date

ATTEST:

  
Kimberly M. Rodrigues, City Clerk



APPROVE AS TO FORM:

  
Craig Steele, City Attorney

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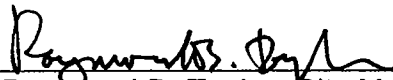
Signature Page 1 of 2.

**JOINT POWERS AGREEMENT TO PROVIDE FOR INTER-AGENCY COOPERATION  
IN MAJOR NATURAL OR MAN-MADE DISASTER**

DISASTER MANAGEMENT AREA B

\_\_\_\_\_  
City of Westlake Village

By

  
\_\_\_\_\_  
Raymond B. Taylor, City Manager

October 27, 2004

\_\_\_\_\_  
Date

IN WITNESS WHEREOF each party has caused this Agreement to be duly executed by its authorized officer(s) on the date(s) set forth below.

Signature Page \_\_\_ of \_\_\_

~~JOINT POWERS AGREEMENT TO PROVIDE FOR INTER-AGENCY COOPERATION~~

**IN MAJOR NATURAL OR MAN-MADE DISASTER**

DISASTER MANAGEMENT AREA B - CITY OF CALABASAS



Name of Party

*Anthony M. Corvalles*

By

*City Manager*

Name/Title

*2/2/05*

Date

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Signature Page \_\_\_ of \_\_\_

**JOINT POWERS AGREEMENT TO PROVIDE FOR INTER-AGENCY COOPERATION  
IN MAJOR NATURAL OR MAN-MADE DISASTER**

**DISASTER MANAGEMENT AREA B**

Ken Striplin - City of Santa Clarita  
Name of Party

By Ken Striplin / Asst CM  
Name/Title

10/28/04  
Date

**ATTEST:**  
Shauna A. Dawson  
**CITY CLERK**  
10/29/04  
**DATE**

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Signature Page \_\_\_\_ of \_\_\_\_

**JOINT POWERS AGREEMENT TO PROVIDE FOR INTER-AGENCY COOPERATION  
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DISASTER MANAGEMENT AREA B

CITY OF HIDDEN HILLS  
Name of Party

By Cherie L. Paglia  
Name/Title *CHERIE L. PAGLIA  
CITY MANAGER*

11/9/04  
Date

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Signature Page \_\_\_\_ of \_\_\_\_

**JOINT POWERS AGREEMENT TO PROVIDE FOR INTER-AGENCY COOPERATION  
IN MAJOR NATURAL OR MAN-MADE DISASTER**

DISASTER MANAGEMENT AREA B

  
\_\_\_\_\_  
Name of Party

By Katie Lichtig, City Manager  
Name/Title

Sept 22, 2004  
Date

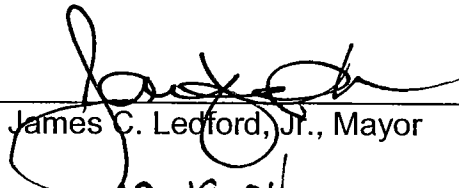
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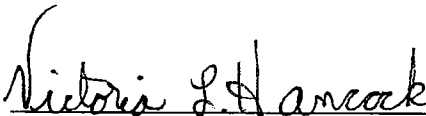
**JOINT POWERS AGREEMENT TO PROVIDE FOR INTER-AGENCY COOPERATION  
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**DISASTER MANAGEMENT AREA B**

City of Palmdale  
Name of Party

By   
James C. Ledford, Jr., Mayor  
10-18-04  
Date

ATTEST:

  
Victoria L. Hancock, CMC, City Clerk

Approved as to form:

  
City Attorney



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Signature Page \_\_\_ of \_\_\_

**JOINT POWERS AGREEMENT TO PROVIDE FOR INTER-AGENCY COOPERATION  
IN MAJOR NATURAL OR MAN-MADE DISASTER**

**DISASTER MANAGEMENT AREA B**

City of Lancaster

Name of Party

By



**Dennis E. Davenport, Acting City Manager**

2/28/04

Date

**ADDENDUM TO JOINT POWERS AGREEMENT  
Disaster Management Area B**

This addendum is hereby incorporated in the Joint Powers Agreement for Disaster Management Area B to provide for preparation of annual budgets, assessment of fees to the member Parties and accounting of assets pursuant to this Agreement.

- (1) The respective Parties hereto agree to pay their respective proportionate shares of the costs and expenses incident to the activities, operations and services covered by this Agreement. Their respective proportionate shares shall be as their respective populations bear to each other, as estimated by Urban Research Regional Population Models, for January 1 of each year this Agreement is in effect. The shares shall be based on a per capita rate.
- (2) The County of Los Angeles shall pass through Emergency Management Performance Grant (EMPG) funding, including funding for unincorporated area populations, in accordance with the approved EMPG distribution plan, as appropriated annually by the Board of Supervisors.
- (3) The annual budget shall be prepared and adopted by the Disaster Management Area B Board. The proportional contribution shall be addressed in the budget preparations and approved by the Disaster Management Area B Board. Minimum assessments may be established by the Area B Board. Any funds remaining at the end of the fiscal year shall be carried over to the budget of the next fiscal year.
- (4) No funds may be expended or obligated by the Disaster Management Area B Board in excess of the total amount received from the participating agencies, plus such grants or gifts as the Board may receive from other sources.
- (5) The adopted budget shall be submitted to the respective Parties hereto, on or before the first day of May each year so as to enable legislative bodies of the respective Parties to examine same prior to the beginning of each fiscal year and take such action with reference thereto, as they may desire, on their respective parts.
- (6) Payments by the respective Parties are to be made to the Disaster Management Area B Board on or before July 31 of each year. The Disaster Management Area B Board shall be strictly accountable for all funds and shall make an annual report of all receipts and disbursements to the Parties hereto for each fiscal year.

# LOS ANGELES COUNTY DISASTER MANAGEMENT AREA COORDINATORS (DMACS) DUTY STATEMENT

**Policy Statement**—The first priority of any DMAC will be to the cities within his/her own Area; second priority will be assistance to the other Areas and cities within and to the Los Angeles County Operational Area (Op Area) Emergency Operations Center (EOC) (OAEOC) —City Liaison post. Response to assistance requests will be to Areas of greatest need.

## NON-EMERGENCY ROLE

**Mission Statement**—Coordinate with Area cities in planning for preparedness, mitigation and recovery from emergencies/disasters.

<b>Minimum Responsibilities/Services</b>	<b>Optional Responsibilities/Services as Directed by the Area Board</b>
<ul style="list-style-type: none"> <li>● Disseminate emergency management information received from the County/County Op Area to the Area cities.</li> <li>● Work with the Op Area in development and submission of required EMPG documents.</li> <li>● Cooperate and participate with the Op Area and the County Office of Emergency Management (OEM) in operational planning, exercises and training affecting Area jurisdictions.</li> <li>● Coordinate and communicate with other disaster services organizations during disasters.</li> <li>● Attend pertinent federal, state, Op Area and other training programs, workshops and seminars to improve emergency programs; brief Area cities on essential or relevant information.</li> <li>● Represent the Area at appropriate meetings, including Op Area, state, federal, private and non-profit organizations.</li> </ul>	<ul style="list-style-type: none"> <li>● Organize, conduct and assist in training programs, conferences, etc.</li> <li>● Using available federal, state and local guidance, coordinate and assist, as appropriate, in the development of member cities' emergency plans, programs and policies.</li> <li>● Conduct regular board meetings/workshops on relevant topics.</li> <li>● Provide public information materials to member cities, general public, schools and businesses; respond to public inquiries; maintain an audio visual library and maintain information on resources available during a disaster.</li> <li>● Assist member cities in preparation and revisions of necessary ordinances and resolutions and other paperwork required by FEMA, State OES and/or Op Area.</li> <li>● Assist member cities in planning and organizing preparedness exercises, as requested.</li> </ul>

<p><b>Minimum Responsibilities/Services (Cont.)</b></p> <ul style="list-style-type: none"> <li>• Liaison with the Sheriff's Department, Emergency Operations Bureau (EOB) and Station Coordinator; Red Cross Chapter(s); Los Angeles County (OEM) and other county departments; State OES and FEMA. Coordinate with these agencies in special projects or programs.</li> <li>• Prepare annual budget information; maintain all financial records.</li> <li>• Maintain all records necessary for participation in EMPG funding.</li> </ul>	<p><b>Optional Responsibilities/Services as Directed by the Area Board (Cont.)</b></p> <ul style="list-style-type: none"> <li>• Consult with and provide expertise for member cities who are developing Emergency Operation Centers (EOCs), including information on appropriate displays, supplies, communications systems, etc., as requested.</li> <li>• Maintain the Area office, including record keeping, Area-wide information file, correspondence, and all clerical and secretarial duties.</li> </ul> <p><b>DMAC Mutual Aid</b></p> <ul style="list-style-type: none"> <li>• Subject to availability, provide backup services for absent Area Coordinator. Respond to urgent information requests and disseminate critical information to cities in the absence of their DMAC.</li> </ul>
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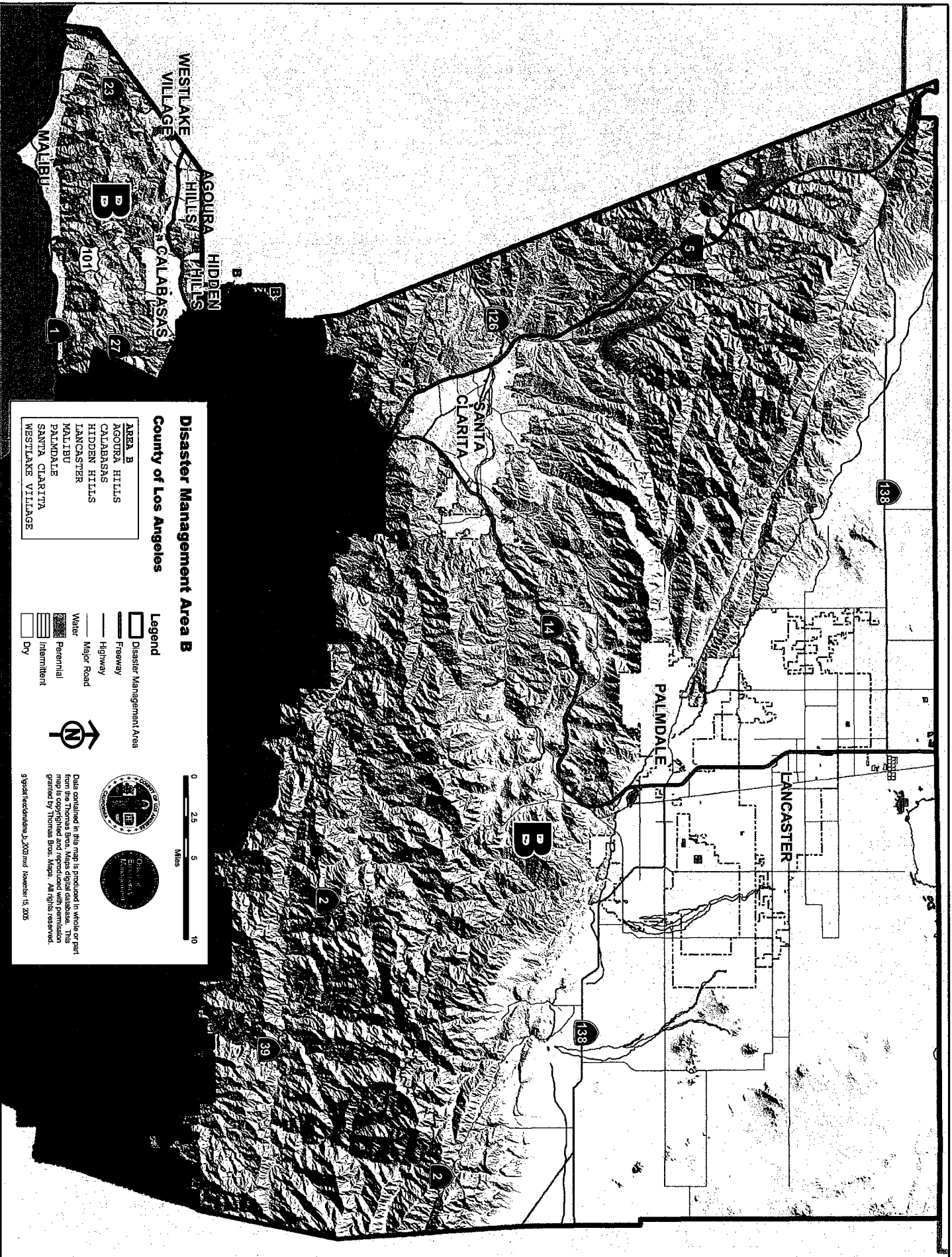
**Note:** The amount of time given to any one activity will vary depending on the annual emergency management focus and emergency activations.

## **EMERGENCY ROLE**

### **(Minimum Responsibility)**

**Mission Statement**—Advocate for Area cities and liaison with the Los Angeles County Operational Area (Op Area) Emergency Operations Center (EOC) (OAEOC) as necessary; assist other Areas as requested; staff City Liaison post at OAEOC.

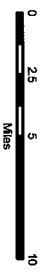
- Check in with Area cities to quickly determine the impact of the emergency/disaster.
- Provide a quick Area status report to the OAEOC to supplement individual cities' reports. This is not a detailed or formal report. It should be considered outside the normal reporting system and will provide the OAEOC with an indication of where potential problems might exist as well as indicate which Disaster Management Area Coordinators (DMACs) might be in the best position to directly provide staffing to assist the most heavily impacted Area(s) and the OAEOC (staffing may come from the DMAC or from a city within the DMAC's Area).
- Get feedback from the OAEOC as to which DMAC Areas appear to be most heavily impacted and which appear least impacted. Feedback will include a recommendation from the OAEOC as to which DMAC should provide staffing to the OAEOC (staffing may come from the DMAC or from a city within the DMAC's Area).
- DMAC or selected city provides shift staffing to the OAEOC to represent concerns of cities, to ensure that the needs and concerns of cities are properly represented in the OAEOC, and to participate, as appropriate, in the development of solutions affecting cities.



**Disaster Management Area B**  
**County of Los Angeles**

- AREA B
- AGOURA HILLS
- CALABASAS
- HIDDEN HILLS
- LANCASTER
- MALIBU
- PALMDALE
- SANTA CLARITA
- WESTLAKE VILLAGE

- Legend**
- Disaster Management Area
  - Freeway
  - Highway
  - Major Road
  - Water
  - Perennial
  - Intermittent
  - Dry



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9/2001/rev/ed/01/01/2001/rev/ November 15, 2005