

July 20, 2006

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular Meeting of
July 25, 2006

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

Recommendation:

That the City Council adopt a resolution approving the attached addendum and direct the City Manager to execute the addendum on behalf of the City.

Background:

The Area G cities City Managers' (South Bay Cities) have been working on a program to enhance disaster response in our cities. One of the highest priorities has been the development centrally of advanced emergency rental agreements for items such as electrical generators, porta-potties, heavy equipment for debris removal, power tools, and other items. All Area G cities would have access to these agreements and would be able to use and pay for them on an individual basis. The addendum will allow Area G to set up these agreements on behalf of all of the cities.

This would be of benefit to the City as we would not have to seek out our own vendors or do these ourselves and we will likely get a better rate for the equipment or services on a group basis.

Respectfully submitted,



Stephen R. Burrell
City Manager

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RESOLUTION NO. 06-

**RESOLUTION OF THE CITY COUNCIL CITY OF HERMOSA BEACH,
CALIFORNIA, ADOPTING AN ADDENDUM TO THE AREA G JOINT
POWERS AUTHORITY AGREEMENT WHICH AUTHORIZES THE
OFFICE OF DISASTER MANAGEMENT, AREA G TO CREATE PRE-
DISASTER PURCHASING AGREEMENTS ON BEHALF OF THE
AREA G CITIES**

WHEREAS, during a catastrophic disaster event, critical supplies and equipment can be difficult to obtain, if they are available at all; and,

WHEREAS, during a catastrophic disaster, local vendors may themselves be victims of the disaster, and unable to provide critical supplies and equipment to cities and their first responders; and,

WHEREAS, during a catastrophic disaster, obtaining critically needed supplies and equipment is of the highest priority for saving lives, protecting property and providing food and shelter to disaster victims; and,

WHEREAS, the existence of advance purchase and rental agreements with key vendors can substantially improve the City's response capability; and,

WHEREAS, the City of Hermosa Beach seeks to provide the highest possible level of disaster response capability for its citizens; and,

WHEREAS, such advance purchase and rental agreements do not in any way obligate the City of Hermosa Beach in any manner to purchase supplies or rent equipment from any vendor;

Therefore be it RESOLVED, that the City Council of the City of Hermosa Beach formally adopts this Addendum to the Area G Joint Powers Authority Agreement and authorizes the City Manager

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to sign the addendum on behalf of the City of Hermosa Beach.

PASSED, APPROVED, and ADOPTED this 12th day of September, 2006.

PRESIDENT of the City Council and MAYOR of the City of Hermosa Beach, California

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

ADDENDUM TO JOINT POWERS AGREEMENT TO PROVIDE
FOR INTER-AGENCY COOPERATION I MAJOR NATURAL OR
MAN-MADE DISASTER DISASTER MANAGEMENT AREA G

This addendum is hereby incorporated in the Joint Powers Agreement
(Agreement) for Disaster Management Area G to grant the Board authority regarding the
purchase of emergency supplies by a member City.

The Board is authorized and instructed by the parties to this Agreement to enter
into contingent purchase agreements with commercial vendors for equipment, materials,
and supplies which the member cities could purchase with City funds in the event of an
emergency or disaster. These contingent purchase agreements will be for the use by the
member City should the member City determine the use of said agreements necessary.
Disaster Management Area G will not make any purchases under these contingency
purchase agreements.

Name of Party _____

By _____
Name/Title

Date

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

DISASTER MANAGEMENT AREA G

Los Angeles County Operational Area

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, each having a Disaster Management Area Coordinator who serves as a representative on the Operational Area Advisory Board to facilitate communication between the cities and the Operational Area; and

WHEREAS, the parties to this Agreement are located within Disaster Management Area G 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 G; 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 hereinabove 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, training and preparedness efforts of the parties by cooperative planning 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 G Board ("Governing Board"). The Governing Board at a minimum 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. 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 or employee of the appointing party. At its option, the Governing Board may create an Executive Board or any standing committees as required.

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, including two (2) cities and the County, the current Coordinator for the existing Civil Defense Area G or Disaster Management Area G, in conjunction with the County Operational Area Office of Emergency Management, shall assist this Governing Board to provide for implementation of the provisions of this Agreement.

3.2 The Governing 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-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 Governing 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 Governing Board receives funds, property or other assets from any source, said Governing 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, including 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 G.

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.

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.

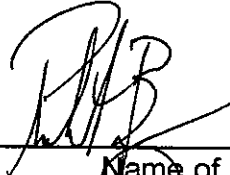
10.2 Pursuant to Government Code Section 895.4, each party hereby assumes the liability imposed on it, its officers and employees for injury caused by a negligent or wrongful act or omission occurring in the performance of that party's obligations under this Agreement to the same extent that such liability 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.

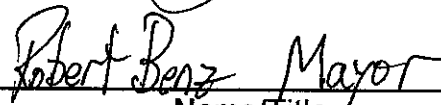
Signature Page ____ of ____

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

DISASTER MANAGEMENT AREA G



Name of Party

By 

Name/Title

2-23-97
Date

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

This addendum is hereby incorporated in the Joint Powers Agreement for Disaster Management Area G 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, with the exception of the County of Los Angeles, 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 the average of their respective populations and assessed valuations bear to each other, as estimated by Urban Research Regional Population Models, and the Los Angeles County Assessor as of January 1 of each year this Agreement is in effect. The shares shall be based on a per capita rate.
- (2) In lieu of the contribution formerly paid by the County, the County of Los Angeles shall pass through Emergency Management Assistance (EMA) grant funding, including funding for unincorporated area populations, in accordance with the approved EMA distribution plan, as appropriated annually by the Board of Supervisors.
- (2.1) In the event that amount of EMA funding from the Federal or State governments declines, or is completely eliminated, the County of Los Angeles, as a party to this agreement shall contribute, at a minimum, an equal share of the costs and expenses incident to the activities of Area G on the same basis as any other member. It is agreed by all parties to the agreement, that the above contribution by the County is contingent upon the availability of funds and the appropriation of such funds by the Los Angeles County Board of Supervisors.
- (3) The annual budgets shall be prepared and adopted by the Disaster Management Area G Board. The proportional contribution shall be addressed in the budget preparations and approved by the Disaster Management Area G Board. Minimum assessments may be established by the Area G 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 G 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.
- (5.1) The Board shall designate a member city to receive and disburse, on order of the Disaster Management Area G Board, all funds of the Area G Board with a complete accounting of all funds and expenditures to be furnished each member city for each fiscal year.

- (5.2) Pursuant to (5) above, and subject to the Executive Board's discretion, any surplus Area G funds retained by the designated city on June 30 shall be carried over to the budget of the next year unless otherwise directed.
- (6) Payments by the respective parties are to be made to the Disaster Management Area G Board on or before July 31 of each year. The Disaster Management Area G 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.