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AMADOR COUNTY

JOINT POWERS AGREEMENT

**JOINT POWERS AGREEMENT FOR PARTICIPATION IN AMADOR COUNTY
OPERATIONAL AREA ORGANIZATION**

This Agreement is made this 19 day of Oct, 1995 by and between the **County of Amador**, hereinafter referred to as "**COUNTY**", and the **cities of Amador City, Ione, Jackson, Plymouth, and Sutter Creek**, hereinafter referred to as "**CITIES**".

RECITALS:

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

WHEREAS, greater efficiency, planning, and response can be achieved by joining the efforts of the **CITIES**, special districts, 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 coordinated disaster response and recovery operations by providing a focal point and conduit for disaster intelligence information, mutual aid requests and efficient management of resources; and

THE PARTIES AGREE AS FOLLOWS:

1. **RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA
FOR EMERGENCY SERVICES**

The parties to this Agreement recognize an Operational Area, as that term is defined in the California Emergency Services Act (Government Code Section 8550 et seq.) which designates an intermediate level of organization, cooperation, and planning between public entities within Amador County boundaries. The parties agree to participate in the organizational structure which is a planning partnership for a systematic approach for exchanging disaster intelligence and resource requests in order to foster effective flow of disaster information and resource requests in emergencies and also to provide emergency preparedness on a day-to-day basis through training and exercise activities. Each of the parties to this Agreement will designate individuals to be trained to staff the Operational Area Organization. Parties to this Agreement will be eligible to participate in the consolidated purchasing process outlined in the Operational Area Organization procedures. Each party to this Agreement will 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.



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In the event of an energy shortage emergency the parties will act in accordance with the actions determined by the Operational Area Organization to meet such emergencies.

2. CONSIDERATION

The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties under the 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 any pre-existing disaster response agreements between the parties. Nothing in this agreement shall be construed as altering coordination of fire and law enforcement resources accomplished through their respective mutual aid systems.

3. JOINT POWERS AGREEMENT BOARD OF DIRECTORS

The Board of Directors of the Operational Area Organization is hereby established which consists of one representative of each of the party jurisdictions to this Agreement. It will be the responsibility of the Board of Directors to set the policies and procedures for the governing of the Joint Powers Agreement and the operation of the Operational Area. The Board of Directors shall approve the Operational Area Organizational structure. COUNTY will supply staff support for the Board of Directors.

4. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM: INCIDENT COMMAND SYSTEM and/or MULTI-AGENCY COORDINATION SYSTEM

California Code of Regulations, Title 19, Division 2, Office of Emergency Services, Standardized Emergency Management System shall regulate Operational Area disaster response and recovery procedures. The Amador County Operational Area Organization Disaster Response Standard Operating Procedures based on the Incident Command System and developed for the Operational Area Satellite Information System project shall be the primary method and criteria used to conduct Operational Area EOC operations. The Amador County Coordinator of Emergency Services, and his/her designated alternates, will act as the Operational Area Multi\Inter-Agency Coordination System Coordinator.

5. PROVISION OF FACILITIES AND SUPPORT

The COUNTY shall provide the Emergency Operations Center (EOC) located at 500 Argonaut Lane, Jackson California as the site for the Operational Area Organization. The COUNTY will provide EOC Support staff for the Operational Area Organization during actual operations and drills. All parties to this Agreement shall provide staff for the decision making and operational positions of the Operational Area Organization.



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6. **TERM OF AGREEMENT**

This Agreement shall be effective from the date executed until it is rescinded by a formal agreement. This Agreement may be terminated at any time by agreement of a majority of the parties.

7. **WITHDRAWAL OF PARTY**

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving 30 days prior written notice to the other parties.

8. **ADDITIONAL PARTIES**

Additional parties, who are public entities, including special districts, within the geographical boundaries of Amador County, may join in this Agreement and become member entities upon execution of an Exhibit to this Agreement in which the entity agrees to be subject to the conditions and terms of this Agreement. The executed Exhibit shall become a part of this Agreement automatically after the expiration of thirty days following notification by the new party to all other parties, of the Agreement unless the entity withdraws as provided herein. Provided however, in the event any existing party to the Agreement gives the others notice of its objection to the addition of the particular entity becoming a member to the Agreement shall require the unanimous consent of the then member parties.

9. **INDEMNIFICATION AND HOLD HARMLESS**

Each of the party's agrees to indemnify and hold the other parties harmless and waives all claims for compensation for any loss, damage, personal injury, or death incurred in consequence of the acts or omissions of the indemnifying party's own employees and agents in the performance of 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 Organization shall be the responsibility of the party employing the individual. It is understood that each party's employees have no rights, benefits, or special employment status conferred by reason of this agreement.



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IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

ATTEST: CATHERINE J. GIANINNI
Clerk of the Board of Supervisors
of the County of Amador, State
of California

COUNTY OF AMADOR, a
political subdivision of
the State of California.

By _____ (SEAL)
Deputy Clerk

By _____
LOUIS D. BOITANO, Chairman
Board of Supervisors

APPROVED AS TO FORM:
JOHN F. HAHN
County Counsel

y _____

ATTEST:

By Charlitt Manton city clerk

CITY OF AMADOR CITY

By Susan Bragstad

Title Mayor

ATTEST:

By _____

CITY OF IONE

By _____

Title _____



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AMADOR COUNTY

JOINT POWERS AGREEMENT

ATTEST:

CITY OF JACKSON

By _____

By _____

Title _____

ATTEST:

CITY OF PLYMOUTH

By _____

By _____

Title _____

ATTEST:

CITY OF SUTTER CREEK

By _____

By _____

Title _____