

**FIFTH AMENDED  
EMERGENCY SERVICES AGREEMENT**

This Joint Powers Agreement is entered into by and between the County of San Diego, a political subdivision of the State of California (County) and the incorporated cities within the County who are signatories hereto (City or Cities). Nothing in this agreement is intended to lessen participating member jurisdictions' authority over and responsibility for events occurring within their jurisdiction. Nothing in this Agreement is intended to be a means by which state or federal emergency management requirements can be passed on to member jurisdictions.

**WITNESSETH**

**WHEREAS**, Government Code section 8605 designates each county as an operational area for emergency purposes and Government Code section 8610 authorizes each county and the cities in each county to "organize and structure their operational area" and to create disaster councils; and

**WHEREAS**, the County and the Cities desire to provide for a unified emergency services organization in the San Diego Operational area; and

**WHEREAS**, the purpose of the organization is to coordinate and facilitate regional plans and programs for the preservation and safety of life and property, and to make provisions for the execution of plans, programs, and mutual aid assistance in the event of multi-jurisdictional emergencies or disasters; and

**WHEREAS**, the parties previously entered into the Fourth Amended Emergency Services Agreement of 1991; and

**WHEREAS**, the parties to said Agreement desire to amend the Agreement to clarify that this is a Joint Powers Agreement that creates the Emergency Services Organization as an agency separate from the parties; and

**WHEREAS**, the parties desire to further amend the Agreement to include all provisions required for joint powers agreements, all of which are incorporated into this Fifth Amended Emergency Services Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

**A. This Agreement is made pursuant to Government Code section 6500 and following relating to the joint exercise of powers common to public agencies.**

1. The County and the Cities each possess the common powers referred to above.

2. The purpose of this Agreement is to exercise such powers jointly by creating the Unified San Diego County Emergency Services Organization, a public agency that is separate from the parties to this Agreement.

**B. The Unified San Diego County Emergency Services Organization is hereby created and established to facilitate planning and preparedness activities on an Operational Area level to include the following services**

1. Aid, assist and advise the County and each City in the preparation and development of an emergency plan for the County and for each City and in the County.
2. Prepare and develop Operational Area emergency procedures and guidelines which may be used by participating members and which provide for needs and the coordination of those needs in the event of a major disaster or other emergency.
3. Aid, assist and advise the County and the Cities with the training of public employees for the emergency services organization.
4. Provide countywide emergency services programs as may be determined and approved by the San Diego County Unified Disaster Council, hereinafter mentioned and referred to as Unified Disaster Council or Council.

From time to time special County-wide programs may be developed under this Agreement. In those situations, the Unified Disaster Council may establish operational and funding requirements for participation and will seek approval of participating members. Where programs may not be supported by one or more jurisdictions, such programs may be executed between agreeing jurisdictions.

Upon approval of the Unified Disaster Council, these programs may include participation by non-member agencies or jurisdictions.

5. Develop and keep current on a countywide basis an inventory of all equipment and supplies available now in the county for use in the event of an emergency. Such inventory listing will be made available to all participating members.
6. Provide technical assistance in obtaining any federal or state funds which may become available to the County and the Cities for emergency purposes and in the acquisition by the County and the Cities of surplus property for emergency services purposes.
7. Enter into contracts which are necessary and proper to provide the services authorized in Paragraphs A1 through B6 above, including contracts for any services necessarily implied from those expressed.

8. The Unified San Diego County Emergency Services Organization shall not exercise the powers listed above in a manner that exceeds the County's authority to exercise those powers.

**C. The County and Cities, who are signatory to this agreement, adopt the Operational Area concept as identified in Chapter 7 Section 8605 of Division 1 of Title 2 of the California Government Code, and support established mutual aid agreements as the basis for multi-jurisdictional emergency operations. During such multi-jurisdictional emergencies, the staff of the organization shall assist the Operational Area Coordinator in carrying out his or her responsibilities under these mutual aid agreements.**

**D. The County and Cities signatory to this agreement shall**

1. Become members of the Unified San Diego County Emergency Services Organization.
2. Delegate to the Unified Disaster Council hereinafter mentioned, whatever authority it is lawful for the County and Cities to delegate when such delegation shall be deemed necessary by said Council. This delegation of authority shall be restricted to whatever expenditure of County and City funds and use of County and City personnel, equipment and supplies as are made available by the County and the Cities for emergency services purposes.

**E. In consideration of these mutual promises, it is hereby mutually agreed that**

1. The County will pay fifty percent (50%) of the cost of establishing and maintaining the Unified San Diego County Emergency Services Organization.
2. The Cities signatory hereto will pay fifty percent (50%) of the cost of maintaining the Unified San Diego Emergency Services Organization, said fifty percent to be apportioned among the cities in accordance with the following formula:
  - a) One-half of the 50%, or 25% of the total budget, shall be apportioned by people units or population in participating Cities.
  - b) The remaining 25% of the total budget shall be apportioned by the total assessed valuation of real and personal property in participating Cities.
3. For the purposes of this Agreement the total assessed valuation of real and personal property in all the participating Cities shall be the amount assessed in the fiscal year prior to the budgeted year, as found in the Property Valuation and Tax Rate-- San Diego County, California, published by the Auditor and Controller of the County of San Diego.

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4. If at the end of any fiscal year there remains an unencumbered balance derived from budget savings or revenues received for emergency services purposes, such balance shall be credited to the participating members at the rate of their contribution for that fiscal year, towards the following fiscal year for the expenditures of the Unified San Diego County Emergency Services Organization.
5. In the event a participating member withdraws from this agreement, such member will receive its refundable share of the unencumbered balance for that fiscal year in a single payment.
6. In the event a participating member contributes more than the formula requires towards maintaining the Unified San Diego County Emergency Services Organization, that contributing member shall determine where the excess contributions will be applied.
7. In the event a non-participating organization or agency contributes funding to the Unified San Diego County Emergency Services Organization, that contributing organization or agency shall determine where the contribution will be applied.
8. If application of contributions received under paragraphs E6 or E7 above, affect the completion of tasks identified in an annual workplan, approved by the Unified Disaster Council, acceptance of such contributions shall be subject to Disaster Council approval.
9. The San Diego County Unified Emergency Services Organization shall account for and shall maintain reports of all funds received and all disbursements made. These reports shall be provided to any party upon request.
10. The County Treasurer shall be the depository and have custody of all the money of the Unified San Diego County Emergency Services Organization and shall do the following:
  - a. Receive and receipt for all money of the Unified San Diego County Emergency Services Organization and place it in the County treasury to the credit of the Emergency Services Organization;
  - b. Be responsible upon his or her bond for the safekeeping and disbursement of all Emergency Services Organization money held by him or her;
  - c. Pay, when due, out of money of the Emergency Services Organization held by him or her, all sums payable on outstanding bonds and coupons of the Emergency Services Organization;

- d. Pay any other sums due from the Emergency Services Organization from Emergency Services Organization money, only upon warrants drawn by the County Auditor/Controller pursuant to paragraph E 11;
  - e. Verify and report in writing at least quarterly each year to the Emergency Services Organization and to each party to this Agreement the amount of money he or she holds for the Emergency Services Organization, the amount of receipts since his or her last report, and the amount paid out since his or her last report; and
  - f. Invest funds of the Unified San Diego County Emergency Services Organization pursuant to Government Code section 53601.
11. The County Auditor and Controller/Chief Financial Officer shall perform the functions of auditor and controller for the San Diego County Unified Emergency Services Organization and shall do the following:
- a. Draw warrants to pay demands against the Emergency Services Organization when the demands have been approved by the Director, Office of Emergency Services, or his or her designee;
  - b. Make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Emergency Services Organization except for those accounts and records that are subject to an annual audit by the state or the United States. In such case, the minimum requirements of the audit shall be those prescribed by the Controller for special districts under Government Code section 26909 and shall conform to generally accepted auditing standards; and
  - c. File the audit report with each party to this Agreement and with the County Auditor and Controller.
12. The costs of the audit shall be borne by the San Diego County Emergency Services Organization and shall be a charge against the unencumbered funds of the Emergency Services Organization available for this purpose.
13. The San Diego County Unified Emergency Services Organization may, by unanimous request of its governing body, replace the annual special audit with an audit covering a two-year period.
14. The annual audit requirement specified above shall not apply if the Controller audits the financial statements of the Emergency Services Organization to satisfy federal audit requirements.

15. The San Diego County Board of Supervisors shall determine the charges to be made against the San Diego County Unified Emergency Services Organization for the services of the treasurer and auditor.
16. The Unified San Diego County Emergency Services Organization shall administer this Agreement.
17. The debts, liabilities and obligations of the San Diego County Unified Emergency Services Organization shall not be debts, liabilities and obligations of the parties to this Agreement, but shall be the debts, liabilities and obligations of the San Diego County Emergency Services Organization.
18. Upon termination of this Agreement any surplus money on hand shall be returned to the parties in the same ratio as the parties contribute to the cost of the San Diego County Unified Emergency Services Organization as set forth in paragraphs E 1 and 2.

**F. The San Diego County Unified Disaster Council is hereby established and is the policy making body of the Unified San Diego County Emergency Services Organization. The Unified Disaster Council consists of the following:**

1. The Chairperson of the County Board of Supervisors who shall be the Chairperson and who shall represent the County.
2. The Coordinator of the Unified San Diego County Emergency Services Organization who shall be the Vice-Chairperson and who is selected by the Unified Disaster Council from among: The Chief Administrative Officer of the County or the City Manager and/or Chief Administrator of any participating City.

Two additional persons may be selected from the staff of the Coordinator or from those specified in paragraph F2 above to act as first and second alternates in the absence or inability of the Coordinator to serve.

3. A representative from each member agency who shall be designated as a primary representative to the Council, each member agency shall also designate a first and second alternate if the primary representative is unable to attend.
4. A majority of the Member Agencies constitute a quorum for the transaction of business. In order to act on any item, the following voting formula (a.) and (b.) shall apply:
  - a. A majority vote of the members present on the basis of one vote per agency.
  - b. A majority of the weighted vote of the members present (when requested).

b.1. For the weighted vote, there shall be a total of 100 votes. Additional votes shall be allowed following the admission of a newly incorporated city as a member agency. The newly incorporated city shall receive one vote under the single vote procedure and one vote under the weighted vote procedure until the next recomputation of the weighted vote, at which time the new city shall receive votes in accordance with the specified SANDAG formula – Section 5 (Section 132351.2 of the Public Utilities Code):

b.1.1. Any agency with 40 percent or more of the total population of the San Diego County region shall be allocated 40 votes.

b.1.2. The remaining Member Agencies votes shall be determined by population using the SANDAG formula – Section 5 (Section 132351.2 of the Public Utilities Code).

c. When a weighted vote is taken on any item requested, or one that requires more than a majority vote of the Unified Disaster Council, it shall also require the supermajority percentage of the weighted vote.

d. Any member agency may request a weighted vote on an agenda item.

e. The weighted vote shall be recomputed every July 1<sup>st</sup> using the State of California Department of Finance certified population estimates.

**G. The Unified Disaster Council meets at least quarterly and upon call of the Chairperson or in his or her absence, or inability to call such a meeting, upon the call of the Coordinator. It is the duty of the Unified Disaster Council and it is empowered:**

1. To develop a proposed budget and to recommend a budget and the apportionment thereof to the County and all participating Cities. The County and the participating Cities shall not adopt budgets differing from the budget recommended by the Unified Disaster Council without first consulting with the Unified Disaster Council;
2. To review and approve Operational Area documents which may include emergency mutual aid plans, disaster preparedness plans, agreements, and any ordinances, resolutions, rules and regulations as may be necessary to implement such plans and agreements;
3. To purchase, lease, own, or dispose of property and equipment, and to review and approve contracts to be entered into by the Unified San Diego County Emergency Services Organization pursuant to Section 7 of Part A of this Agreement and to meet all other purposes of this agreement.

**H. The Chairperson of the Unified Disaster Council has the following powers and duties:**

1. To call regular and special meetings of the Unified Disaster Council.
2. To execute, at the direction of the Unified Disaster Council, contracts, agreements and other instruments necessary to the timely functioning of the Unified San Diego County Emergency Services Organization.
3. To execute contracts, agreements and other instruments necessary to the timely functioning of the Unified San Diego Emergency Services Organization if the Unified Disaster Council is not in session, provided such contracts, agreements, or other instruments, do not conflict with the annual work plan as may be approved by the Unified Disaster Council.
4. To delegate to the Coordinator of Emergency Services or to the Director of the Office of Emergency Services, herein after referred, authority to execute contracts, agreements, and other instruments as specified in paragraphs 2 and 3 above, subject to approval of the Unified Disaster Council.
5. To establish committees and appoint members subject to ratification of the Unified Disaster Council.
6. To represent the Unified Disaster Council, or appoint a Council representative, in all dealings with public or private agencies on emergencies or emergency management issues pertaining to the Emergency Services Organization.
7. To represent the interests of the unincorporated area of the County. The Chairperson may designate a person to represent such interests in his or her absence.

**I. The Coordinator of the Unified San Diego County Emergency Services Organization has the following powers and duties:**

1. To request the City Council or Councils to proclaim the existence or threatened existence of a local emergency if said Council or Councils are in session or to request such proclamation by the City Manager or other authorized person if the Council or Councils are not in session subject to ratification by the Council or Councils at the earliest practical time.
2. To request the Board of Supervisors to proclaim the existence or threatened existence of a countywide local emergency if the Board of Supervisors is in session or to request such proclamation by the Chief Administrative Officer or other authorized person if the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors at the earliest practical time.



3. To request the Governor of the State of California through the Board of Supervisors or the Council or Councils of the affected City or Cities to proclaim the existence of a state of emergency or state of war emergency when, in the opinion of the Coordinator, the resources of the area or region are inadequate to cope with the emergency.
4. To serve as the Operational Area Coordinator and to coordinate the mutual aid efforts of the parties to this agreement.
5. To receive funds for the Unified San Diego County Emergency Services Organization and to send them to the County Treasurer for deposit pursuant to paragraph E10 above.
6. To authorize the County Auditor/Controller to draw warrants for disbursement of San Diego County Unified Emergency Services Organization funds pursuant to paragraph E 10 above.

**J. There is hereby created an Office of, and Director for, Emergency Services. The Office shall be under the direction of the Chief Administrative Officer of the County of San Diego, and the Coordinator of Emergency Services for the Unified San Diego County Emergency Services Organization.**

The staff effort directly applicable to County of San Diego functions shall not exceed the level of the financial contribution of that jurisdiction and shall not be inconsistent with the workplan as may be approved by the Unified Disaster Council.

The Director and staff of the Office of Emergency Services shall be responsible for emergency management duties which may include:

1. To prepare, develop, coordinate, and integrate an Operation Area Emergency Plan and to respond to emergencies in accordance with emergency plans;
2. To aid, assist, and advise the County and each City in the preparation and development of emergency plans;
3. To coordinate and assist in the recruitment and training of emergency services personnel;
4. To coordinate and assist in the procurement and inventory of emergency supplies and equipment and in obtaining Federal matching funds and surplus property;
5. To develop, maintain and administrate countywide programs as may be determined by the Unified Disaster Council;
6. To coordinate Operational Area emergency public education programs;

7. To develop, maintain and distribute Operational Area inventories of vital resources;
  8. To develop and maintain public warning systems for the San Diego Operational Area;
  9. To develop an annual workplan and budget for review and approval by the Unified Disaster Council;
  10. To execute and approve all instruments necessary to the day-to-day operation of the Emergency Services Organization as specified in the approved budget, and workplan, and approved changes there to;
  11. To provide administration and coordination of County employees functioning as staff to the Unified San Diego County Emergency Services Organization; and
  12. To Chair meetings of the Unified Disaster Council in the absence of the designated Chair and Vice-Chair of the Unified Disaster Council.
- K. The Unified San Diego County Emergency Services Organization and the Unified Disaster Council are structured herein in accordance with the Emergency Services Ordinance (San Diego County Code of Regulatory Ordinances, Sec. 31.101.) In the event the organizations are altered materially in the Emergency Services Ordinance, any party may offer to the other participating parties amendments to conform the agreement to the Ordinance. All amendments to the Agreement shall be in writing and effective upon execution by all parties**
- L. The terms "state of war emergency", "state of emergency", and "local emergency" used herein shall have the same definition as is provided in the California Emergency Services Act, Government Code Section 8558.**
- M. This agreement shall become effective upon the execution of the agreement by the County Board of Supervisors and by all Cities desiring to become signatories hereto.**
- Execution of this agreement supersedes the prior Emergency Services Agreement, formerly known as the Civil Defense and Disaster Agreement, and all amendments thereto and also supersedes the Fourth Amended Emergency Services Agreement of 1991.**
- N. Any of the cities within the County of San Diego which are now, or which may hereafter become incorporated may become a party to this agreement by executing an agreement hereunder and filing such executed agreement with the Coordinator or, in his or her absence, the first or second alternate coordinator**

- O. This agreement may be terminated as to any of the parties by written notice given by such party to all the other parties which notice shall be given at least 120 days prior to the commencement of the fiscal year in which the termination is to take effect. For the purposes of such notice a fiscal year is defined as July 1 of a calendar year through June 30 of the next succeeding calendar year.**

**IN WITNESS WHEREOF**, the parties hereto do affix their signatures.

SAN DIEGO COUNTY  
UNIFIED DISASTER COUNCIL

Council Approval  
Date:

By \_\_\_\_\_  
Chairman, Unified Disaster Council

CITY OF CARLSBAD

Council Approval  
Date:

By \_\_\_\_\_

CITY OF CHULA VISTA

Council Approval  
Date:

By \_\_\_\_\_

CITY OF CORONADO

Council Approval  
Date:

By \_\_\_\_\_

CITY OF DEL MAR

Council Approval  
Date:

By \_\_\_\_\_

CITY OF EL CAJON

Council Approval  
Date:

By \_\_\_\_\_

CITY OF ENCINITAS

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Council Approval  
Date:

By \_\_\_\_\_

CITY OF ESCONDIDO

Council Approval  
Date:

By \_\_\_\_\_

CITY OF IMPERIAL BEACH

Council Approval  
Date:

By \_\_\_\_\_

CITY OF LA MESA

Council Approval  
Date:

By \_\_\_\_\_

CITY OF LEMON GROVE

Council Approval  
Date:

By \_\_\_\_\_

CITY OF NATIONAL CITY

Council Approval  
Date:

By \_\_\_\_\_

CITY OF OCEANSIDE

Council Approval  
Date:

By \_\_\_\_\_

CITY OF POWAY

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UNIFIED SAN DIEGO COUNTY EMERGENCY SERVICES AGREEMENT

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Council Approval  
Date:

By \_\_\_\_\_

CITY OF SAN DIEGO

Council Approval  
Date:

By \_\_\_\_\_

CITY OF SAN MARCOS

Council Approval  
Date:

By \_\_\_\_\_

CITY OF SANTEE

Council Approval  
Date:

By \_\_\_\_\_

CITY OF SOLANA BEACH

Council Approval  
Date:

By \_\_\_\_\_

CITY OF VISTA

Council Approval  
Date:

By \_\_\_\_\_

COUNTY OF SAN DIEGO

Board Approval  
Date:

By \_\_\_\_\_  
Clerk of the Board of Supervisors

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