



# TOWN OF APPLE VALLEY

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor and Town Council **Date:** June 26, 2012

**From:** Frank W. Robinson **Item No:** 7  
Town Manager

**Subject:** EMERGENCY PLANNING/SERVICES JOINT AGREEMENT BETWEEN  
THE TOWN OF APPLE VALLEY, APPLE VALLEY FIRE PROTECTION  
DISTRICT AND THE APPLE VALLEY UNIFIED SCHOOL DISTRICT

**T.M. Approval:** \_\_\_\_\_ **Budgeted Item:**  Yes  No  N/A

### RECOMMENDED ACTION:

That the Town Council ratify the Emergency Planning/Services joint agreement between the Town of Apple Valley, Apple Valley Fire Protection District and the Apple Valley Unified School District.

### SUMMARY:

The updated Emergency Planning/Services joint agreement reflects a reduced cost for services and formalizes the partnership between agencies for the upcoming fiscal year. Both the Apple Valley Unified School District and Apple Valley Fire Protection District Boards ratified the agreement within the last 30 days (see attachment).

### BACKGROUND:

The Town of Apple Valley and the Apple Valley Fire Protection District have shared the cost of emergency planning and services since entering into a joint agreement in October, 2000. The need to review and modify the existing agreement became evident to both agencies due to rising costs and the significant loss of funding due to the dissolution of Redevelopment Agencies earlier this year. In the effort to decrease costs and balance budgets for the upcoming 2012-2013 fiscal year, both agencies strategized and successfully formulated a revised agreement. Subsequent to the revision, the Apple Valley Unified School District elected to enter into the shared services agreement as well. Each agency has agreed to pay one-third of the cost for services annually.

### FISCAL IMPACT:

Fiscal Year 12-13 budgetary cost reduction.

**AGREEMENT BETWEEN THE TOWN OF APPLE VALLEY, APPLE VALLEY FIRE  
PROTECTION DISTRICT AND APPLE VALLEY UNIFIED SCHOOL DISTRICT  
RELATING TO EMERGENCY PLANNING/SERVICES**

On this \_\_\_\_ day of \_\_\_\_\_ 2012, the Town of Apple Valley, hereinafter called "Town", the Apple Valley Fire Protection District, hereinafter called "Fire District", and Apple Valley Unified School District hereinafter called "AVUSD", mutually agree as follows:

**Recitals**

1. Each of the parties to this Agreement will benefit from effective emergency planning and emergency services within their respective jurisdictions; and
2. Because of the service area of each of the parties to this Agreement includes, to a large extent, a common service area, and it is more efficient to combine emergency preparedness efforts collaboratively by providing for effective emergency planning and services and share of the costs associated to said services, therefore;
3. Entry into this Agreement by the parties hereto will serve the best interests of the residents of the areas within the respective jurisdictions of the parties hereto, and will allow for better coordination between and among the parties to this Agreement when an emergency arises.

**Agreement**

In consideration of the above recitals, the parties hereto mutually agree as follows:

1. The Fire District shall provide from its staff a qualified and experienced officer or employee to act as Emergency Preparedness Officer for the Town and AVUSD. The Fire District shall also provide such other qualified and experienced staff and personnel as may be necessary to perform the services and accomplish the goals provided for and described in this Agreement.
2. The Town and AVUSD will participate in emergency preparedness efforts by providing designated Town and AVUSD staff and employees to attend relative training sessions and by responding to and assisting with the Town's Emergency Operations Center, when activated, as well as being actively involved on the Disaster Council.
3. The Emergency Preparedness Officer, under the direction of the Fire Chief or his designee, shall perform the following duties and tasks, and shall have the following responsibilities hereunder:

- a. To make appropriate recommendations and provide appropriate services in connection with the formation and continuing operation and functions of the Town of Apple Valley Disaster Council in accordance with the provisions of Chapter 2.40 of the Apple Valley Municipal Code.
  - b. Prepare and/or maintain an integrated Town of Apple Valley Emergency Plan pursuant to Section 2.40.080 of the Apple Valley Municipal Code, satisfactory to the Apple Valley Disaster Council, for adoption by the Town Council, and propose suitable modifications thereof from time to time as may be appropriate.
  - c. Make recommendations from time to time, as appropriate, concerning the membership, makeup, duties and activities of the Disaster Council of the Town.
  - d. Provide appropriate public information and education programs for the Town of Apple Valley.
  - e. Provide a liaison between various public and private agencies responsible for emergency response and planning, including but not limited to the County of San Bernardino Office of Emergency Services, State of California Emergency Management Agency (CalEMA), Federal Emergency Management Agency (FEMA), AVUSD and other similar agencies.
  - f. Apply for FEMA and other grants and funding as may be appropriate to provide adequate funding for emergency planning and emergency services with the Town accepting final responsibility for Emergency Management Assistance (EMA) administrative and program requirements to be performed.
  - g. Provide such other disaster planning and emergency services as may be reasonably requested by the Town of Apple Valley and AVUSD.
4. To accomplish and provide for the services herein described, including emergency planning and emergency services to implement the requirements of Chapter 2.40 of the Apple Valley Municipal Code, the Fire District shall provide all capital equipment and staff (including clerical support and office space) related to emergency management and other emergency activities (capital equipment includes, for example, vehicle and other emergency equipment) in order to accomplish the requirements of the Town and AVUSD.

## **EMERGENCY PLANNING/SERVICES CONTRACT**

Page 2 of 5

5. For its services, the Fire District will bill the Town and AVUSD for its personnel costs relating to providing an Emergency Preparedness Officer, exclusive of costs related to capital equipment and staff (including clerical support and office space).
6. The Fire District will provide annual billing statements in a form satisfactory to the Fire District, Town and AVUSD.
7. The costs for services provided hereunder relating to emergency preparedness efforts, will be shared by the Town, Fire District and AVUSD as follows: The Town and AVUSD shall be responsible for the cost of providing their own personnel and staff for training and emergency response activity. The Town and AVUSD shall pay their portion of the expenditures incurred by the Fire District for providing the Emergency Preparedness Officer as designated in Paragraph 1 above and as billed for in Paragraph 5 above. The Fire District shall be responsible for its remaining costs as designated in Paragraph 4 and 5.
8. The Emergency Preparedness Office referenced in this document will have no specific functions to perform for the Town, AVUSD or the Fire District which are not related to or a result of necessary coordination for the development of and implementation of the Town of Apple Valley Emergency Preparedness Program.
9. Pursuant to a separate agreement, the Town acknowledges and accepts the fiscal participation of the Apple Valley Unified School District in Emergency Preparedness efforts. The Town also understands that concerted Emergency Preparedness educational efforts will be provided to the School District, its employees, staff and students.
10. The Town and AVUSD shall indemnify, defend and hold harmless the Fire District and its respective officers, volunteers and employees, from and against any loss, liability, claim, or damage that might arise or result from acts or omissions of the Town or AVUSD, its officers, volunteers and employees hereunder.

The Fire District shall indemnify, defend and hold harmless the Town and AVUSD and their respective officers, volunteers and employees from and against any loss, liability, claim or damage that might arise or result from acts or omissions of the Fire District, its officers, volunteers and employees hereunder, and also including, but not limited to, any claims, loss, liability or damage for wages, workers compensation, or other employee-related matters involving or concerning officers or staff or employees of Fire District related to or concerning this agreement or performance hereunder.

#### **EMERGENCY PLANNING/SERVICES CONTRACT**

Page 3 of 5

The indemnifying covenants hereunder shall also be deemed to include acts or omissions relating to that certain agreement entered into this date between the Apple Valley Fire Protection District, Town of Apple Valley and AVUSD (also relating to emergency planning/services) or performance thereunder.

11. This Agreement, and the terms and conditions hereof, shall continue subject to termination hereof by election of any party hereto by giving at least sixty (60) days prior written notice of its election to terminate this Agreement effective at the end of any fiscal year, whereupon this Agreement shall terminate as to all three parties. This paragraph shall not be considered to limit or preclude any or all parties hereto from entering into any further agreement or agreements concerning any matters covered hereunder. The parties will negotiate with each other each year to consider the terms hereof, to determine whether to consider any further amendments or revisions, as they deem appropriate.
12. For purpose of giving notice under this Agreement, notice shall be deemed given when delivered to or received by the office of the chief administrative officer of the recipient party.
13. This agreement shall become effective following approval by all parties hereto.
14. The agreed upon fee for Fiscal Year 2012/2013 will be \$14,868 payable as prescribed in Item 5 of this agreement.

In Witness Whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

**TOWN OF APPLE VALLEY**

\_\_\_\_\_  
Barbara Stanton, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
La Vonda Pearson, Town Clerk

\_\_\_\_\_  
Date

**EMERGENCY PLANNING/SERVICES CONTRACT**

Page 4 of 5

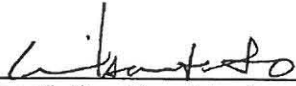
APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Frank Robinson, Town Manager

**APPLE VALLEY UNIFIED SCHOOL DISTRICT**

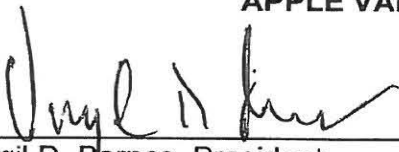
  
\_\_\_\_\_  
Wilson F. So, President  
Board of Trustees

6-14-12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tom Hoegerman, Superintendent

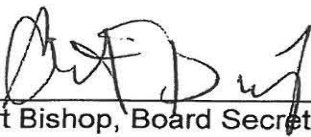
6.12.12  
\_\_\_\_\_  
Date

**APPLE VALLEY FIRE PROTECTION DISTRICT**

  
\_\_\_\_\_  
Virgil D. Barnes, President  
Board of Directors

\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Art Bishop, Board Secretary

\_\_\_\_\_  
Date

**EMERGENCY PLANNING/SERVICES CONTRACT**