



TOWN OF APPLE VALLEY TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** September 27, 2016

From: Joseph Ramos **Item No:** 11
Emergency Services Officer
Disaster Services Department

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 an individual responsibility by each entity to provide their own emergency management services to their own personnel and staff. Each entity will assist each other in planning, training, grant documents and activations. Both the Apple Valley Unified School District and Apple Valley Fire Protection District Boards ratified the agreement within the last thirty (30) days (see attachment).

BACKGROUND:

The Town of Apple Valley and the Apple Valley Fire Protection District shared the cost of emergency planning and services since entering into a joint agreement in October 2000. Apple Valley Unified School District elected to enter into the shared services agreement in 2012-2013. Currently, each agency has agreed to assist each other with emergency management services and have an appointed individual for each agency. The Town's Emergency Services Officer will provide a liaison between various public and private agencies responsible for emergency response and planning.

FISCAL IMPACT:

None.

ATTACHMENT:

Emergency Planning/Services Joint Agreement

**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 18th day of July 2016, 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 agrees 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, 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 Town shall provide from its staff a qualified and experienced officer or employee to act as Emergency Services Officer for the Town. The Fire District and AVUSD 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, Fire and AVUSD will participate in emergency preparedness efforts by providing designated staff to attend 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 location of the Emergency Operations Center will be located at 12555 Navajo Road, Apple Valley in the multipurpose room of AVUSD Educational Support Center. Use of room, tables, chairs, chrome books, printers, phone lines, and full access to internet will be provided by AVUSD.

4. The Emergency Services Officer, under the direction of the Town Manager 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 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 Office of Emergency Services (CalOES), Federal Emergency Management Agency (FEMA), AVUSD and other similar agencies.
5. The Town, Fire District and AVUSD shall be responsible to apply for State (Cal OES) and/or Federal (FEMA) reimbursement opportunities as a result of a proclaimed emergency or disaster to support their own entities.
6. The Town, Fire District and AVUSD shall be responsible to apply for grants that will assist their own agencies ability to increase their emergency preparedness efforts such as adequate funding for emergency planning, capital improvements and emergency services. Each agency will support and assist the other agency when applying for these grants, as needed.
7. The Town, Fire District and AVUSD shall be responsible for the cost of providing emergency preparedness related training to their own personnel and staff.

8. The Town, Fire District and AVUSD shall provide, within reason, staff and resources to conduct emergency preparedness related training with any of the three parties.
9. The Emergency Services Officer referenced in this document will have no specific functions to perform for the Fire District or AVUSD 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.
10. The Fire District, Town and AVUSD shall indemnify, defend and hold harmless each other 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 each party, its officers, volunteers and employees hereunder. 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, volunteers or employees of the Fire District, Town and AVUSD related to or concerning this agreement or performance hereunder.

The indemnifying covenants hereunder shall also be deemed to include acts or omissions relating to that certain agreement entered into this date between the Fire District, Town 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.

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

Barb Stanton, Mayor

Date

ATTEST:

La Vonda Pearson, Town Clerk

Date

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John Brown, Town Attorney

Frank Robinson, Town Manager

APPLE VALLEY UNIFIED SCHOOL DISTRICT

Donna Davis, President
Board of Directors

Date

Tom Hoegerman, Superintendent

Date

APPLE VALLEY FIRE PROTECTION DISTRICT

Dan Leary, President
Board of Directors

Date

ATTEST:

Sid Hultquist, Board Secretary

Date