



# TOWN OF APPLE VALLEY

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor and Town Council **Date:** December 12, 2017

**From:** Joseph Ramos **Item No:** 10  
Emergency Services Officer  
Disaster Services Department

**Subject:** DISASTER SERVICE WORKER MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF APPLE VALLEY AND APPLE VALLEY FIRE  
PROTECTION DISTRICT

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

### RECOMMENDED ACTION:

That the Town Council ratify the Disaster Service Worker (DSW) Memorandum of Understanding (MOU) between the Town of Apple Valley and Apple Valley Fire Protection District.

### SUMMARY:

The Disaster Service Worker MOU reflects an understanding by each entity to provide resources that will directly support the DSW program. The Town of Apple Valley will continue to house and manage most aspects of the DSW program. The Apple Valley Fire Protection District will provide a liaison and resources to support the program with classes, meetings, and exercises.

This MOU is an update from the one that was approved by Council in July of 2017. At the request of the Interim Fire Chief, Tom Pambianco, the following modifications were suggested and agreed to by both the Town of Apple Valley and Apple Valley Fire District staff:

- Include *and Fire District* to: The Town *and Fire District*, as does the State of California, recognizes the need for organized and trained group of volunteers... (Purpose and Scope, first sentence)
- Include *and liaison with the Fire District* to: The Town shall provide from its staff a qualified and experienced employee who will manage all aspects of the DSW program *and liaison with the Fire District*.

- The Town complete a Fire District Rules, Regulations, Waiver & Liability Release form each January (Town responsibility 5).
- Additional language to include: *the Fire Chief shall appoint a chief officer or other fire personnel to coordinate with the Town DSW manager to offer support and guidance with all functions related to the DSW program* (Fire District responsibility 1).
- Additional language regarding the Fire Districts role in purchasing food for the annual dinner to include: *The actual cost to the Fire District shall be approved by the Fire Chief in advance of the event* (Fire District responsibility 6).
- Additional language to include: *Fire District shall support the DSW programs by allowing use of the Mobile Command Post for drills and other such trainings as the Town may request through the use of the District's MAC form* (Fire District responsibility 9).

**BACKGROUND:**

The DSW programs are designed to aid in the response and recovery phases in a disaster or emergency. The DSW program has been established as a direct support of the emergency efforts for the Fire District and the Town during natural and man-made disasters.

Prior to 2015 the Fire District housed all aspects of the DSW program under the Emergency Services Officer. In 2015, the Town and the Fire District mutually agreed that the Town would take over the day to day management of the DSW program in conjunction with the Town managing all emergency preparedness efforts for the community. This MOU solidifies the agreement regarding the DSW programs and provides details of responsibilities for each party.

**FISCAL IMPACT:**

None.

**ATTACHMENT:**

Memorandum of Understanding



**MEMORANDUM OF UNDERSTANDING (MOU)**  
**between**  
**TOWN OF APPLE VALLEY**  
**AND**  
**APPLE VALLEY FIRE PROTECTION DISTRICT**  
**RELATING TO DISASTER SERVICE WORKER PROGRAM**



This is an agreement between the Town of Apple Valley, hereinafter called "Town" and Apple Valley Fire Protection District, hereinafter called "Fire District".

For the purpose of this MOU, Disaster Service Worker's (DSW) is meant to include the following Apple Valley volunteer programs: Community Emergency Response Team (CERT), Emergency Communications Services (ECS) and Disaster Service Worker Volunteer Program (DSWVP) unless mentioned individually.

**I. MISSION**

Together, the parties enter into the MOU to provide the community of Apple Valley with an active DSW program that will benefit the Town, Fire District and community as a whole.

**II. PURPOSE & SCOPE**

The Town and Fire District, as does the State of California, recognizes the need for an organized and trained group of volunteers that can respond to a disaster or the imminent threat of a disaster in the community. Known as DSW's, these volunteers are:

"... any natural person who is registered with an accredited disaster council or a state agency for the purpose of engaging in disaster service pursuant to the California Emergency Services Act without pay or other consideration ..." (California Labor Code Section 3211.92).

DSW volunteers are persons who have chosen to volunteer their time to assist an emergency services agency in carrying out the responsibilities of that agency. Disaster Service Workers primarily aid in disaster events; this does not include day-to-day emergency response activities typically associated with the fire service, emergency medical service, or law enforcement.

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the DSW program. In particular, this MOU is intended to maintain cooperation and enhance all aspects related to the DSW program.

Entry into this MOU by the parties hereto will serve the best interests of the residents of Apple Valley and will allow for better coordination between and among the parties.

### III. BACKGROUND

The DSW Programs are designed to aid in the response and recovery phases in a disaster or emergency. The DSW program has been established as a direct support of the emergency efforts for the Fire District and the Town during natural and man-made disasters.

Prior to 2015 the Fire District housed all aspects of the DSW program under the Emergency Services Officer. At that time, in 2015, the Town and the Fire District mutually agreed that the Town would take over the day to day management of the DSW program in conjunction with the Town managing all emergency preparedness efforts for the community. This MOU solidifies the agreement regarding the DSW programs and provides details of responsibilities for each party.

### IV. TOWN responsibilities under this MOU:

1. The Town shall provide from its staff a qualified and experienced employee who will manage all aspects of the DSW program and liaison with the Fire District.
2. At a minimum the Town will coordinate and conduct three CERT classes a year.
3. At a minimum the Town will coordinate and conduct one DSW annual drill and provide food for all in attendance.
4. At a minimum the Town will coordinate and conduct bi-monthly CERT meetings.
5. The Town will coordinate with the Fire District to schedule use of Fire District facilities via a Master Activities Calendar (MAC) request and will complete a Fire District Rules, Regulations, Waiver & Liability Release form each January.
6. The Town will maintain and coordinate all state required records associated with the DSW program.
7. The Town will schedule and coordinate an annual DSW appreciation event for all volunteers.
8. The Town will administer the oath of office and fingerprints for all DSW's.
9. The Town will house and maintain the necessary computer technology to provide identification cards for all DSW's.

**V. FIRE DISTRICT responsibilities under this MOU:**

1. The Fire Chief shall appoint a chief officer or other fire personnel to coordinate with the Town DSW manager to offer support and guidance with all functions related to the DSW program.
2. The Fire District shall provide space for classes, meetings and storage for teaching supplies where CERT classes are taught.
3. The Fire District shall provide space for disaster supplies provided through grants related to the DSW programs such as those currently housed at Station 335.
4. The Fire District shall support the teaching of certain sections of the CERT classes and CERT/ECS meetings by providing a qualified instructor.
5. The Fire District shall offer support to the DSW annual drill such as pre-planning, assistance with personnel and equipment at drill, and feedback with after action reporting.
6. The Fire District shall offer support to the DSW annual appreciation dinner by providing food for all the volunteers in attendance. The actual cost to the Fire District shall be approved by the Fire Chief in advance of the event.
7. The Fire District shall enhance and promote the DSW programs by including each program into training and exercises when feasible.
8. The Fire District shall continue to house the CERT trailer.
9. The Fire District shall support the DSW programs by allowing use of the Fire District's Mobile Command Post for drills and such other training as the Town may request through the use of the District's MAC form.

**VI: It is mutually understood and agreed by and between the parties that:**

1. The Town and Fire District shall indemnify, defend and hold harmless each other and its respective officers, employees and volunteers, from and against but not limited to, any loss, liability, claim, damage, workers compensation or other employee/volunteers related matters that might arise or result from the cooperation of this MOU.
2. This MOU will be re-evaluated on an annual or as needed basis to improve the responsibilities to meet the needs of both parties, programs and community.
3. This MOU, 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

MOU effective at the end of any fiscal year whereupon this MOU shall terminate as to both parties.

4. 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.

1. 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**

\_\_\_\_\_  
Scott Nassif, Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Lori Lamson, Interim Town Manager

**APPLE VALLEY FIRE PROTECTION DISTRICT**

\_\_\_\_\_  
Dan Leary, President  
Board of Directors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Thomas Pambianco, Board Secretary

\_\_\_\_\_  
Date