

MUTUAL AID AGREEMENT made duplicate this ____ day of ____, 2019.

BETWEEN:

THE LOCAL GOVERNMENT OF THE CITY OF SAN JACINTO

hereinafter called "the Local Government"

OF THE FIRST PART

AND

THE BOARD OF TRUSTEES OF THE SAN JACINTO UNIFIED SCHOOL DISTRICT

hereinafter called "the District"

OF THE SECOND PART

WHEREAS:

- A. The Local Government has developed a jurisdictional emergency plan dealing with procedures to be followed and facilities to be used during an emergency or disaster event in the Local Government of the City of San Jacinto and which plan involves the use by the Local Government of certain facilities owned by the District.
- B. The District has developed a District Emergency Response Plan dealing with the procedures to be followed during an emergency event affecting the operations of the District and which plan involves the use by the District of certain facilities owned by the Local Government, the parties hereby enter into the following agreement.

1. DEFINITIONS:

In this Agreement:

- 1.1. **District** means the San Jacinto Unified School District.
- 1.2. **Local Government** means the City of San Jacinto, San Jacinto, California.
- 1.3. **Facilities** includes any building, grounds, apparatus, equipment or vehicles owned or controlled by the respective party as specified in this agreement.

- 1.4. **Emergency** means:
- 1.4.1. An emergency as defined in the City of San Jacinto's Emergency Plan which may occur under one or both of the situations outlined at 1.4.1.1 and 1.4.1.2 below:
 - 1.4.1.1. An emergency situation necessitating action to arrange for temporary shelter or transportation for residents evacuated from their homes, prior to or without the official declaration of an emergency;
 - 1.4.1.2. An emergency situation necessitating the formal declaration of a state of local emergency by the City of San Jacinto or the County of Riverside.
 - 1.4.2. An emergency as defined in the District's Emergency Response Plan, which may occur under the situations outlined in 1.4.2.1. below:
 - 1.4.2.1. An emergency situation necessitating action to arrange for temporary shelter or transportation for students and staff evacuated from their school/building.
- 1.5. **Requesting Party** means the party requiring the facilities or services.
- 1.6. **Providing Party** means the party providing the required amenities, such as facilities or services, and is generally the legal owner of such amenities. In some cases, the providing party may be the party holding the lease agreement to a specific facility or the operator of specific services, such as busing.

2. NOTIFICATION

The District has established an internal Crisis Notification Network, which shall be activated and followed in the event of an emergency.

In accordance with the District-established Crisis Notification Network, the Local Government, in the event of an emergency or an impending emergency, shall advise the District by first notifying the District Emergency Operations Center (EOC) Director as designated by the District. In the event that the Local Government is unable to notify the District EOC Director, then the Local Government will notify the Incident Commander of school(s) affected.

Notification arrangement shall be mutually agreed to from time to time, and shall be reviewed and tested annually.

Such notification shall be delivered in the case of a condition or situation that may threaten the safety, health and well-being of students, staff or facilities of the District; or a condition or situation wherein the Local Government will require the use of the District's facilities.

The District shall, in the event of an emergency requiring facilities or services of the Local Government, advise the Local Government by first notifying the City Manager, as designated by the Local Government.

3. LIAISON

The District shall be prepared in such an emergency to make a representative of the District available to join the Local Government's EOC or to work with the EOC through telephone or other means of telecommunications.

The District representative will advise the EOC of steps being taken by the Board, and of assistance required by the district to safeguard students and staff during the emergency, and will provide advice and assistance to the EOC in arranging for the use of the District's facilities as necessary during an emergency.

Should the need arise, the Local Government shall be prepared to make a representative of the Local Government available to join the District EOC or to work with the District EOC through telephone or other means of telecommunications.

4. USE OF FACILITIES

4.1 District Facilities

In the event of an emergency the District agrees to make available to the Local Government such District facilities as may be needed, with both parties giving due consideration to the requirements of the Board for the use of District facilities for the safe accommodation and transportation of students and staff.

Notwithstanding the above paragraph, and following the declaration of a state of local emergency to exist, final authority for the use and control of District facilities shall rest with the Local Government under the terms of the government regulations pertaining to disaster services.

4.2 Local Government Facilities

In the event of an emergency, which is only affecting the operations of the District, the Local Government agrees to make available to the District facilities as may be needed to address the emergency, with both parties giving due consideration to the requirements of the District for the safe accommodation of students and staff, and the requirements of the Local Government for the use of Local Government facilities.

5. STAFFING

The Providing Party shall have one or more members of its staff on the premises at all time to assist the Requesting Party with the operations and maintenance of the Providing Party'

6. DILIGENCE AND CARE

The Requesting Party having authority to use the Providing Party facilities shall exercise due diligence and care and shall not interfere with any of the Providing Party's facilities, activities or operational procedures unless deemed necessary as part of response to the emergency.

Prior to the use of such facilities, a duly authorized representative of the District and a duly authorized representative of the Local Government shall jointly inspect the facilities or equipment to be used, and make note of any damage, deficiencies or other such factors which exists before the requesting party makes use of such facilities or equipment.

Upon termination of use by the Requesting Party, both parties shall again inspect the facilities and make not of any damage, deficiencies or other such factors resulting from the use of said facilities.

7. INDEMNITY

The Requesting Party hereby agrees to save harmless and indemnify the Providing Party from and against all claims, demands or causes of action whether at law or in equity, in respect of the said facilities as herein provided, and from and against all damages, losses, costs charges and expenses which the Providing Party may sustain or incur or liable for the consequence of such claims or demands or causes of action, whether in negligence or otherwise, from any source whatsoever, including but not necessarily limited to:

- 7.1 Claims, demands or causes of action by, or on behalf of, any officers of the Requesting Party or its agents, employees or representatives
- 7.2 Claims, demands or causes of action by any other person or persons using the Providing Party's facilities pursuant to this Agreement.

8. INSURANCE

The Parties hereto further covenant and agree that their public liability insurer(s) have been presented a copy of this agreement and that the said insurer(s) have confirmed full coverage under existing policies to include usage of respective facilities by officers and representative of the Parties hereto, their employees and agents and members of the public pursuant to the provisions of this agreement.

In addition, the Parties further covenant to provide to the other party a confirmation letter from the insurer(s) whereby the said insurer(s) acknowledges receipt of a copy of the agreement and confirms and acknowledges its liability coverage for those individuals utilizing the Providing Party's facilities as set out in this clause and pursuant to the provisions of the agreement.

9. COSTS

The Requesting Party agrees to reimburse the Providing Party for any extraordinary costs arising from the Requesting Party's use of the Providing Party's facilities or equipment.

Such costs may include, but are not limited to, the actual costs of supplies, overtime wages or salaries paid to the Providing Party's employees, additional utility costs for heating and lighting, additional expenses incurred in cleaning the Providing Party's premises, additional security costs, and long distance telephone charges.

Where possible, agreement shall be sought by the Providing Party from the Requesting Party before extraordinary expenditures are made by the Providing Party.

Nothing in this agreement shall preclude the Requesting Party from taking action to recover such costs paid to the Providing Party from such person or agency as may be found responsible for causing the emergency, or from seeking federal or state funding to cover any or all costs incurred by the Requesting Party.

Upon payment by the Requesting Party to the Providing Party, the Providing Party relinquishes all right to seek damages or compensation from such person or agency as may be found responsible for causing the emergency, or from federal or state sources.

10. VOLUNTEERS

Individual volunteers, or volunteer groups and agencies such as the American Red Cross who are engaged by the Local Government to manage or assist with the Districts' activities shall be considered as agents of the Local Government.

Individual volunteers, or volunteer groups and agencies such as parents, crisis counselors, School councils, or the American Red Cross who are engaged by the District to assist in the response efforts in Local Government premises shall be considered as agents of the District.

11. CONDUCT ON DISTRICT PREMISES

The Requesting party agrees to take all reasonable precaution against vandalism, mischief or behavior contrary to state or federal statues by any party or parties who are accommodated in Providing Party's premises, or who make use of these facilities or equipment.

If required, the Providing Party may request that representatives of designated policing services be present at such premises to maintain order.

12. FEEDING

No food preparation or consumption will be carried out on the Providing Party's premises in locations other than those normally set aside for such activities.

No stoves or other cooking devices other than those normally and permanently installed by the Providing Party in such premises shall be used.

13. RETURN OF EQUIPMENT AND SUPPLIES

The Requesting Party shall be responsible for removing borrowed, donated or purchased equipment from all provided premises upon termination of the emergency.

14. CONTROL OF EXISTING CONTRACTS

Notwithstanding agreements that the Providing Party may have with suppliers of goods and services (including but not limited to contracts for bulk supply of food, and contracts for transportation services) the Providing Party assigns its enjoyment of such supplies or services to the Requesting Party in time of emergency.

15. PETS

Pets which have been evacuated with their owners/school shall not be allowed inside the Providing Party's buildings, unless agreed upon at the time of the emergency. Every attempt shall be made to ensure the lives of pets are not placed in jeopardy as a result of this decision.

Subject to space and security, such pets may be accommodated on outdoor property owned by or under the control of the Providing Party, or as agreed upon at the time of emergency.

All such pets shall be leashed or caged at all times, and the Local Government's "stoop and scoop" by-law shall be in effect.

16. LEGAL RELATIONSHIP

The Parties hereto agree that the legal relationship between the Local Government, its representatives, officers, employees, agents and members of the public, on the one behalf, and the District, on the other behalf, shall be that of Licensee and Licensor and that no estate, right title or interest in the lands or property of the District is hereby intended to be created or conveyed.

17. TERMINATION

This agreement may be terminated by either of the parties, by 60 days notice given in writing to the other party by delivering the same in person or by ordinary mail. Any notice shall be deemed to have been given on the third business day following the date on which it was mailed.

18. SUCCESSORS AND ASSIGNS

This agreement shall insure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

19. TERM

This Agreement commences _____, 2019, and terminates on _____, 2024 (the "Term"), at which time the Agreement will be reviewed and revised as required to reflect changes in policies and procedures of the respective parties.

IN WITNESS THEREOF the Parties have hereunto affixed their seals attested by the proper officers in that behalf.

SAN JACINTO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

By: _____
John I. Norman
President, Board of Trustees

CITY OF SAN JACINTO
SAN JACINTO, CALIFORNIA

By: _____
Robert Johnson
City Manager