

AGREEMENT BETWEEN

THE COUNTY OF RIVERSIDE on behalf of its
EMERGENCY MANAGEMENT DEPARTMENT

AND

PERRIS UNION HIGH SCHOOL DISTRICT

FOR

USE OF FACILITIES DURING MEDICAL/HEALTH EMERGENCIES

This Agreement (“Agreement”) is made and entered into this 21st day of November, 2019, by and between the County of Riverside (“COUNTY”), on behalf of its Emergency Management Department (“EMD”), and the Perris Union High School District (“DISTRICT”) in Riverside County, California, referred to herein individually as “Party”, or collectively as the “Parties.”

RECITALS.

WHEREAS, COUNTY has the responsibility to assure medical care for those injured by a disaster and provide mass prophylaxis or alternative care to the population if needed;

WHEREAS, COUNTY desires to establish mass prophylaxis sites or alternative care sites at DISTRICT’s schools to provide medical care to persons injured and/or displaced by the disaster or in need of mass prophylaxis and alternative care; and

WHEREAS, DISTRICT desires to collaborate by permitting the usage of their facilities, hereinafter referred to as “FACILITY”, which are reasonably secured, accommodate a large number of people, and are located within close proximity of the community.

NOW THEREFORE, the Parties hereby affirm the facts set forth in the recitals above and agree as follows:

1. UNDERSTANDING OF THE PARTIES

1.1. PERSONNEL. Each party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible, for the supervision and management of its personnel.

1.2. COMPENSATION. The Parties acknowledge and agree, no party shall be monetarily compensated under this Agreement, unless reimbursement is available due to an emergency declaration or proclamation. In the event reimbursement is available, claims will be submitted, through applicable procedures, and subject to the applicable rules and regulations.

1.3. SERVICES.

1.3.1. The Parties agree and acknowledge that they enter into this Agreement in good-faith and are committed to meeting the needs of any emergency by collaborating and cooperating to mount a coordinated response.

1.3.2. The Parties acknowledge and agree, this Agreement in no way restricts the Parties from participating, in any activity, with other public, nonprofit or private agencies, organizations or individuals. By signing this Agreement, each Party is evidencing its intent to comply with the recommendations contained in this Agreement. The actions detailed, in this Agreement, are to be incorporated into each Party's Emergency Operations Plans (EOP).

2. DEFINITIONS.

2.1. General. The definitions set forth in the above recitals shall apply to this Agreement unless indicated otherwise.

2.2. The term "County" refers to the County of Riverside.

2.3. The term "EMD" refers to the County of Riverside's Emergency Management Department.

2.4. The term "DISTRICT" refers to the Perris Union High School District.

2.5. The term "Mass Prophylaxis Site (MPS)" refers to a pre-designated site in which the County will provide life-saving medications to the public.

2.6. The term "Alternate Care Site (ACS)" refers to a pre-designated site in which the County will provide medical care to individuals affected by a disaster.

2.7. The term "Riverside County Strategic National Stockpile (SNS) Plan" refers to the plan developed and maintained by the County which outlines procedures that will be taken to request and use the federally provided SNS cache or other medical countermeasures in response to a credible threat or event.

3. TERM; OPTION TO EXTEND; TERMINATION.

3.1. Term. This Agreement shall be effective upon signature of this Agreement by all parties, and shall be in force and effect, for a period of five (5) years thereafter ("Term"), unless terminated earlier.

3.2. Option to Extend. Parties shall have two (2) options to extend the Term of this Agreement in five (5) year increments by written amendment.

3.3. Modification. No other addition to, or alteration of the terms of this Agreement, whether by written, or verbal understanding of the Parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment, to this Agreement, which is formally approved and executed by all entities.

3.4. Termination. Either Party may terminate this Agreement at any time without cause, by giving at least thirty (30) calendar days' prior written notice thereof to the other.

4. SCOPE OF SERVICES.

4.1. Responsibilities of COUNTY.

4.1.1. Designate a liaison, for coordination of activities and services, described in this Agreement.

4.1.2. Request the use of the FACILITY in the event of a medical/health emergency where a Mass Prophylaxis Site (MPS) or Alternate Care Site (ACS) is deemed necessary by the County Health Officer.

4.1.3. Notify the FACILITY contact person and the DISTRICT, as designated on the School Facility Survey, to request building access in preparation for opening an MPS or ACS.

4.1.4. Provide prophylaxis/vaccination to on-site DISTRICT personnel assisting with the MPS or ACS set-up and operations, consistent with the Riverside County Strategic National Stockpile (SNS) Plan. Provide pre-event planning and technical assistance as needed.

4.1.5. Exercise reasonable care in the conduct of its activities on such FACILITY.

4.1.6. Provide training/education/exercise opportunities to identified DISTRICT personnel.

4.2. Responsibilities of DISTRICT.

4.2.1. Designate a liaison, for coordination of activities and services, described in this Agreement.

4.2.2. The DISTRICT will permit the COUNTY to use its FACILITY as an MPS or ACS for the affected community during the medical/health emergency, subject to specified rules and restrictions, as set by the District and upon request by the COUNTY.

4.2.3. During or after meeting its responsibilities to its personnel and students, the DISTRICT will permit the COUNTY to use the services of the DISTRICT's staff, at the discretion of the DISTRICT, at each facility to assist COUNTY staff with the setup and operations of the MPS or ACS. DISTRICT's staff participation in emergency operations is voluntary at each FACILITY. Command of DISTRICT's staff during emergency response, operations and recovery will be retained by the DISTRICT in coordination with the COUNTY.

4.2.4. DISTRICT's staff shall participate in training/education/exercise opportunities, as needed.

5. MISCELLANEOUS PROVISIONS.

5.1. Notices. Service of any notices, or other documents required or permitted under this Agreement, shall be sufficient, if sent by one party to the other, by United States mail, postage prepaid and addressed as follows:

Perris Union High School District

Perris Union High School District
155 E. Fourth Street
Perris, CA 92570

County of Riverside - EMD

Bruce Barton, Director
County of Riverside
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

5.2. Confidentiality. EMD and DISTRICT shall maintain the confidentiality of all information and records, and comply with all other statutory laws and regulations, relating to privacy and confidentiality.

5.3. Disputes. The entities shall attempt to resolve any disputes amicably, at the working level. If unsuccessful, the dispute shall be referred to the Director of EMD and the Superintendent for mutual resolution. All Parties shall proceed diligently, with the performance of this Agreement, pending the resolution of a dispute.

5.4. Funds and Manpower. This Agreement does not document, nor provide for the exchange of funds or manpower, between the Parties, nor does it make any commitment of funds or resources.

5.5. Authority. The individuals executing this Agreement, and the instruments referenced herein on behalf of Parties, each represent and warrant that he/she have the legal power, right and actual authority to bind Parties to the terms and conditions hereof and thereof.

5.6. Entire Agreement. This Agreement constitutes the entire agreement between the entities hereto, with respect to the subject matter hereof, and all prior or contemporaneous agreements, of any kind or nature, relating to the same shall be deemed to be merged herein.

5.7. Counterparts. This Agreement may be executed and delivered, in counterparts by facsimile or electronic mail, and such counterparts, together, shall constitute but the same instrument. Each of the Parties hereto agrees to additionally execute and deliver original copies of this Agreement, circulated subsequent to its initial execution.

IN WITNESS WHEREOF, County and District have caused this Agreement to be duly executed the day and year first above written.

Perris Union High School District

COUNTY OF RIVERSIDE, on behalf of its
Emergency Management Department

DAWN BRAY, Director of Purchasing

BRUCE BARTON, Director

Date: _____

Date: _____

Approved as to Form:

Gregory P. Priamos, County Counsel
By: Susanna Oh, Deputy County Counsel