Staff Report

Agenda Item: **Intergovernmental Agreement for Establishment of Unified Emergency Management** – Approval of the 2010-2011 Intergovernmental Agreement between Yavapai County and the Town of Clarkdale for Emergency Management Services.

Staff Contact: Kathy Bainbridge, Clerk/Finance Director

Meeting Date: April 27, 2010

Background: The Town of Clarkdale has entered into an annual emergency management agreement with Yavapai County who is the local representative of the Office of Emergency Management and Homeland Security. The agreement is for the establishment of unified emergency management for the fiscal year July 1, 2010 through June 30, 2011. The Town and County can enter into this agreement pursuant to ARS 11-952, 26-307 and 26-308.

Some benefits provided to the Town during the past year include:

- Notification of hazardous conditions (Flooding)
- On call status 24/7
- Direct assistance with disaster response
- On call 24/7 alternative communications capability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training & reporting mandates
- Homeland Security and emergency management training classes at no cost.

The rate for the Town is $0.43 per person, per year based on the latest census for a total amount of $1,437.00.

Recommendation: Approval of the 2010-2011 Intergovernmental Agreement between Yavapai County and the Town of Clarkdale for Emergency Management Services.

INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF UNIFIED EMERGENCY MANAGEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2010, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and the TOWN OF CLARKDALE, a municipal corporation of the State of Arizona, hereinafter called "Town" as follows:

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage a unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to ARS " 11-952, 26-307, and 26-308.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The County and the Town shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or Town. See Attachment A for list of definitions. See Attachment B for a comprehensive list of services provided.

2. The unified emergency management organization is hereby designated as the Yavapai County Joint Office of Emergency Management.

3. The County will perform the following services with the Town:

    a. Include emergency operations of the Town in the County Disaster Response Plan (DRP) covering emergencies and disasters;

    b. Aid and advise the Town with regards to training of employees that may be responsible for emergency management/homeland security duties;

    c. Review the Town Emergency Operations Plan for completeness, compatibility and compliance with the National Incident Management System (NIMS) and County Disaster Response Plan and State Emergency Operations Plans and provide improvements and updates as necessary.

d. Provide assistance to the Town to develop/update emergency management plans, procedures, and programs in each of the following areas, such list not to be exclusive: Continuity of Government, Direction and Control, Law and Order, Fire Services, Emergency Evacuation, Shelter, Public Services, Recovery, Mitigation, Persons with Special Needs, Radiological Safety, Warning and Public Information, Transportation, Communications, Mass Care and Mass Casualty. The above plans and programs will be coordinated with and approved by the various Town departments effected by said plans and programs;

e. Assist the Town with developing and/or updating a current inventory of all equipment and supplies available in the Town for use in the event of any disaster;

f. Provide a current inventory of all equipment and supplies available in the County to assist the Town in the event of any disaster;

g. Provide technical assistance in obtaining Federal or State funds which may become available to the Town for emergency services purposes, and in the acquisition of surplus or other property for emergency services purposes by the Town;

h. Complete and submit all report requirements emanating from State or Federal Government Agencies;

i. In the event of disaster confined to the Town, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with mutual aid agreements, State and/or Federal laws.

4. That the Town shall:

a. By this agreement become a member of the Yavapai County Joint Office of Emergency Management;

b. Appoint an Emergency Management Coordinator who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the chief executive officer or governing body. Upon request by Town officials, the county will provide assistance with emergency management under normal and/or emergency or disaster conditions.

c. Accept joint responsibility to maintain and keep current the Yavapai County Disaster Response Plan and Guides as it relates to the Town;

d. Accept responsibility to maintain and keep current the Town Disaster Response Plan and Guides;

e. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the Town;

f. Budget and contribute to the County for the fiscal year commencing July 1, 2010 and ending June 30, 2011, the sum of $1,437.00.

5. It is hereby mutually agreed:

a. The Yavapai County Office of Emergency Management will include representation of all signatory parties;

b. The Yavapai County Office of Emergency Management shall be comprised of a County Director appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;

c. The County Emergency Management Director who is and shall be appointed by the Yavapai County Board of Supervisors, shall act as the Director of the Yavapai County Joint Office of Emergency Management;

d. The term of this agreement is for one year commencing July 1, 2010, and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term, stating the compensation to be paid for service during such extended term and other charges;

e. Pursuant to ARS ' 38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.

YAVAPAI COUNTY
A political subdivision of the State of Arizona

By: _____ Date: _____
CHIP DAVIS
Chairman, Board of Supervisors

ATTEST:

_____ Date: _____
JULIE AYERS
County Clerk

Pursuant to ARS ' 11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

_____ Date: _____
DAVID S. HUNT
Deputy County Attorney

TOWN OF CLARKDALE
A municipal corporation of the State of Arizona

By: _____ Date: _____
DOUG VON GAUSIG
Mayor

ATTEST:

_____ Date: _____
KATHY BAINBRIDGE
Town Clerk

Pursuant to ARS ' 11-952 (D), the undersigned Town Attorney has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Clarkdale.

_____ Date: _____
ROBERT PECHARICH
Town Attorney

1. This Agreement shall be filed with the Secretary of State or the County Recorder as provided in ARS 11-952.

2. This Agreement may be cancelled pursuant to the provisions of ARS 35-511.

3. All books, accounts, reports, files and other records relating to this Agreement shall be subject to inspection and audit by the Town for five years after completion of the Agreement as provided in ARS 35-214.

4. Non-Availability of Funds: Every payment obligation of the Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Town at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the Town shall not be obligated or liable for any future payments as a result of termination under this paragraph.

5. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:
Town Clerk Town Attorney
Town of Clarkdale Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C.
890 Main Street Attention: Robert S. Pecharich
P.O. Box 308 125 North Granite Street
Clarkdale, AZ 86324 Prescott, AZ 86301

6. In accordance with ARS 11-952(D) the attached written determination of each party's legal counsel that the parties are authorized to enter into this Agreement and that the Agreement is in proper form.

7. The parties agree to comply with Executive Order 99-4 concerning equal opportunity.

ATTORNEY APPROVAL FORM

Pursuant to ARS 11-951 through 11-954 the undersigned has reviewed the attach Intergovernmental Agreement between the Town of Clarkdale and Yavapai County and find the Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona and the Town Code.
Dated this _____ day of _____, 2010

_____
Robert S. Pecharich
Boyle, Pecharich, Cline, Wittington & Stallings, P.L.L.C.

Clarkdale Town Attorney

Pursuant to ARS 11-951 through 11-954 the undersigned has reviewed the attach Intergovernmental Agreement between the Town of Clarkdale and Yavapai County and find the Agreement to be in proper form and within the powers and authority granted to the Yavapai County under the laws of the State of Arizona and the

_____.

Dated this _____ day of _____, 2009

_____

David S. Hunt, Yavapai County

Attachment A

LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

Attachment B

Yavapai County

EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

SERVICES:

- ☐ 24/7 Real Time Hazard Alert/notifications/bulletins
- ☐ 24/7 Emergency alternative communications capability
- ☐ Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- ☐ Disaster Response Plan, Continuity Plan development and maintenance
- ☐ Homeland Security Grant Participation
- ☐ Risk/Hazard Analysis
- ☐ Staff Training (EOC, Disaster Plan, Continuity Plans)
- ☐ Free Freedom Corps Training
- ☐ Liaison to State and Federal Resources
- ☐ Public Education Program development and implementation assistance
- ☐ Hazard mitigation analyses and plan development.
- ☐ Exercise Development/Training/Implementation/Evaluation
- ☐ Emergency Management, NIMS, Homeland Security Training
- ☐ EPA/LEPC Representation
- ☐ Special Studies/Projects
- ☐ Damage Assessments
- ☐ Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives.
- ☐ Other Emergency Management support as needed.

RATE: $.43 per person, per year based on the latest census.