

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

614



FROM: County Executive Office

SUBMITTAL DATE:
August 5, 2004

SUBJECT: Second Amendment to Cooperative Services Agreement for Fire Protection Services to include specific Unit Chief responsibilities as appointed County Fire Chief.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2004-407 and approve and authorize the County to seek amendment to the agreement with the State for fire protection services, incorporating the addendum of expectations into the standard agreement reflected in Exhibit A; and,
2. Direct the Executive Officer to review these expectations and county administrative responsibilities, with the CDF Unit Chief.

Departmental Concurrence

BACKGROUND: (On page 2)


Rob Rockwell, Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	04/05

SOURCE OF FUNDS: Not Applicable	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE** FORM APPROVED
COUNTY COUNSEL

County Executive Office Signature  AUG 02 2004
BY Lee A. Jimenez

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

TO
COUNTY COUNSEL
AUG 02 2004
RECEIVED

Prev. Agn. Ref.: 3.2 7/27/04 | **District:** ALL | **Agenda Number:**

3.3

BOARD OF SUPERVISORS

FORM 11: Second Amendment to Cooperative Services Agreement for Fire Protection Services to include specific Unit Chief responsibilities as appointed County Fire Chief.

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BACKGROUND:

In approval of Item 3.2 of the 7/27/04 agenda, the Board appointed Craig Anthony as Fire Chief. It also directed the Executive Office to prepare guidelines regarding the reporting relationship between the County and the Fire Chief, and to determine if revisions to Ordinances or contracts were necessary to clarify that relationship.

The duties of the Chief are generally in two categories:

1. Leadership and administration of the Fire Department and its personnel as a CDF Unit Chief.
2. Service as a County department head, and member of the County leadership team, as the County Fire Chief.

The responsibilities in the first category are the core function of the Unit Chief overseeing services to the County under contract. Leadership and efficient administration of the Department are expected. The Fire Department audit recently authorized by the Board will confirm the degree that efficiency is achieved.

The responsibilities under the second category are roles that the Unit Chief must assume as a member of the County leadership team. Like any County department head, the Chief is expected to be attentive and responsive to the requests of the Board and the oversight of the County Executive Officer.

The sentiments expressed by the Board for consultation and input with CDF into the selection of the County Chief are well placed. A contract of this magnitude deserves the courtesy of coordination prior to action. Further, the duties and responsibilities of the Fire Chief must be balanced between State and County requirements.

An addendum to the Standard State agreement between the California Department of Forestry (CDF) and the County of Riverside may be useful to clarifying the expectations of the County with the State. The attached agreement, based on an internal CDF document and contract provisions lifted from our standard county law enforcement agreement with contract cities, can contain the expectations and assurances necessary to improve the foundation of our relationship.

It is not recommended that the addendum be used to establish a second (County) Fire Chief. Unity of command and control demands that one person be responsible for the duties as described, and that person should be held accountable for the performance of the duties of Fire Chief and the satisfaction of the County as the contracting agency.

BOARD OF SUPERVISORS

**FORM 11: Second Amendment to Cooperative Services Agreement
for Fire Protection Services to include specific Unit Chief
responsibilities as appointed County Fire Chief.**

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BACKGROUND (Continued):

Additionally, attention to the administrative requirements of the County has traditionally been contained in the duties of the Deputy Director of Fire Services Administration, a civilian position assigned to the Fire Department. This position, while in the Fire Department chain of command, functions as the contract administrator on behalf of the County. The Executive Office will continue to evaluate if the appointment of an administrator independent of the Fire Department would strengthen contract oversight and will return to the Board if warranted.

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3 RESOLUTION NO. 2004-407

4 SECOND AMENDMENT TO COOPERATIVE SERVICES AGREEMENT FOR FIRE
5 PROTECTION BETWEEN THE STATE OF CALIFORNIA AND THE COUNTY OF
6 RIVERSIDE

7 WHEREAS, on July 1, 2002, the County of Riverside entered into a Multi-Year
8 Cooperative Services Agreement with the State of California for provision of fire
9 protection services in the County and through the State Department of Forestry and Fire
10 Protection; and,

11 WHEREAS, the Agreement provides a list of the services with the costs
12 appearing in Schedule A to be reimbursed by the County of Riverside to the State of
13 California on an annual basis; and,

14 WHEREAS, the Multi-Year Cooperative Services Agreement was approved by
15 the Board of Supervisors on April 8, 2003, as agenda item No. 3.17; and,

16 WHEREAS, contract language has been added for clarification and assurance
17 that the Appointed Fire Chief is responsive to the County Board of Supervisors and the
18 County Executive Officer; and,

19 WHEREAS, such amended language now needs to be formally adopted as an
20 amendment (Amendment No. 2) to the existing agreement between the State and the
21 County; now, therefore,

22 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of
23 California, in regular session assembled on August 10, 2004 that the
24 Chairman of this Board is hereby authorized and directed to pursue on behalf of The
25 County of Riverside, the Amendment No. 2 to the agreement for the Fiscal Year 2004-
26 2005.
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