

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

801



FROM: FIRE

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Approval of the Cooperative Agreement Between the City of Banning, City of Beaumont, and the County of Riverside to Share the Cost of a Fire Engine Company

RECOMMENDED MOTION: Move that the Board approve and authorize the Chairman to sign the attached Cooperative Agreement between the County, City of Banning, and City of Beaumont.

BACKGROUND: In connection with the City of Banning's desire to continue contracting for Fire Protection Services with the Riverside County Fire Department, the City of Banning, the City of Beaumont, and the County have reached an agreement as to cost sharing of Banning Engine Number 20 to keep such equipment in service. The term of this agreement is for Fiscal Year beginning July 1, 2009 through Fiscal Year ending on June 30, 2010.

John R. Hawkins, Riverside County Fire Chief

FORM APPROVED COUNTY COUNSEL
BY: Cynthia M. Glunzel 10-27-09
DATE: 10-27-09
COUNSEL: CYNTHIA M. GLUNZEL

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,219,233.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 356,616.50	Budget Adjustment:	No
	Annual Net County Cost:	\$ 356,616.50	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: Contract Revenue from the City of Banning, the City of Beaumont, and the County of Riverside.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Robert Tremaine
Robert Tremaine

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | **District: 3** | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.71

**A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF
BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE
ENGINE COMPANY**

THIS AGREEMENT, was made and entered into this 13th day of October, 2009, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Banning and the City of Beaumont, duly created cities (hereinafter referred to as "CITIES"). And hereinafter may collectively be referred to as the "Parties".

SECTION I: PURPOSE

A. The COUNTY has contracted with the City of Banning, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Banning, dated April 16, 2002, by and between the City of Banning and the County of Riverside (the "Banning Cooperative Agreement").

B. The COUNTY has contracted with the City of Beaumont, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated September 2, 2008, by and between the City of Beaumont and the County of Riverside (the "Beaumont Cooperative Agreement").

C. The CITIES and COUNTY desire to enter into a cost sharing agreement for one (1) fire engine company which will be of mutual benefit for all involved agencies. The CITIES and COUNTY agree that the current fire engine company provides service to the City of Banning as well as to the City of Beaumont and unincorporated territory of the County.

D. The City of Beaumont and COUNTY desire to contribute among the participating parties for fire engine staffing costs, with the City of Beaumont and the County not to pay more than Five Hundred Thousand Dollars (\$500,000) each for a total not to exceed One Million Dollars (\$1,000,000). The City of Banning shall pay not to exceed Five Hundred Six Thousand Dollars (\$506,000.00).

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The fire engine shall be dispatched, when available, to all emergencies within the jurisdictions of the CITIES and COUNTY.

SECTION III: COST SHARE

The Parties agree the cost of the fire engine shall be billed to CITIES by the COUNTY with the normal quarterly billing pursuant to the CITIES respective Cooperative Agreements and the cost will be shown as a line item on that bill. The total amount due under this Agreement by each party will be invoiced on a pro-rata share basis on each party's respective quarterly billing. The CITIES will receive an estimated cost of the fire engine staffing based on the top step salaries of the personnel assigned to the fire engine 20, at the first of the fiscal year. The cost pool of the fire engine staffing costs shall consist of the salaries, benefits, administrative costs of Full Time Employees, and Medic Support Services costs of One (1) Fire Captains, One (1) Fire Apparatus Engineers, One (1) Fire Apparatus Paramedic, Two (2) Firefighter Paramedics, and Three (3) Firefighters.

In the event that the City of Banning secures and receives money from additional funding sources which it allocates to the services described herein, City of Banning shall give COUNTY notice within thirty (30) days, or within a reasonable time thereof, of the amount received. COUNTY will seek reimbursement on behalf of the COUNTY and the City of Beaumont by separate invoice.

SECTION IV: TERM

This agreement shall be in effect as of the last date all the Parties have approved this Agreement and shall remain in effect for fiscal year 09/10 (July 1, 2009 – June 30, 2010) and shall be subject to extension thereafter. All parties will work together to determine the need for an extension of this agreement prior to the 2010/2011 budget process.

The City of Banning agrees to continue to seek alternative funding sources for fire protection services.

SECTION V. INDEMNIFICATION

The indemnification provisions as provided in the respective Cooperative Agreements referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

SECTION VI. OWNERSHIP OF THE FIRE ENGINE

The City of Banning owns fire engine 20 and will pay the engine maintenance costs through the cost allocation plan.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

COUNTY OF RIVERSIDE
County Fire Chief
210 W. San Jacinto Ave.
San Jacinto, CA 92570

CITY OF BEAUMONT
City Manager
550 E. 6th Street
Beaumont, CA 92223

CITY OF BANNING
City Manager
99 E. Ramsey
Banning, CA 92220

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII. GENERAL PROVISIONS

A. ALTERATION OF TERMS.

No 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 Parties.

B. JURISDICTION AND VENUE.

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the appropriate courts in the County of Riverside, State of California.

C. WAIVER.

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ENTIRE AGREEMENT.

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.


Dated: 10-14-09

CITY OF BANNING

By: 
Sam Racadio, City Manager

ATTEST:

APPROVED AS TO FORM:

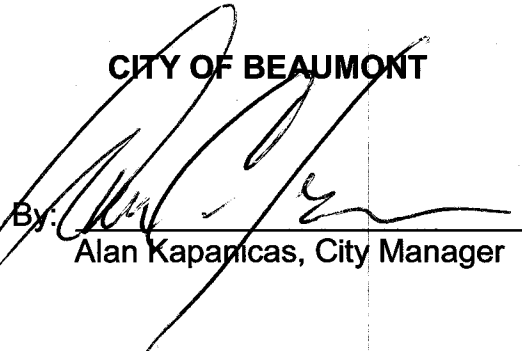
By: 
Marie A. Calderon, City Clerk,

By: 
Dave Aleshire, City Attorney

(SEAL)

Dated: 10/20/2009

CITY OF BEAUMONT

By: 
Alan Kapanicas, City Manager

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls,
County Counsel

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Synthia M. Gunzel
Synthia M. Gunzel,
Deputy County Counsel

By: _____
Deputy

(SEAL)

H:\COOP AGREEMENTS-LEASES-MOU'S\CONTRACT CITIES\COST SHARE ENGINE COOPERATIVE AGREEMENT -
BANNING, BEAUMONT, COUNTYE-20 Agmt w-Beaumont Banning County Fire 100709 (2).doc

EXHIBIT "1A"
 TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
 ENGINE 20 STAFFING COSTS SHARED WITH
 THE CITY OF BANNING, THE CITY OF BEAUMONT, & THE COUNTY OF RIVERSIDE
 DATED October 7, 2009 FOR FY 09/10

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS
STA #20													
Medic Engine	158,756	1.0			135,909	1.0	153,348	1.0	347,942	3.0	264,497	2.0	1,060,452 8.0
Fixed Relief	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0 0.0
Vacation Relief	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0 0.0
SUBTOTALS	158,756		0		135,909		153,348		347,942		264,497		1,060,452
SUBTOTAL STAFF	1		0		1		1		3		2		8
SUPPORT SERVICES													
Administrative/Operational							16,923	per assigned Staff **					135,384 8.00
Medic Program							7,799	per assigned Medics					23,397 3.0
SUPPORT SERVICES SUBTOTAL													158,781
TOTAL STAFF COUNT													8.00
TOTAL ESTIMATED CITY BUDGET													\$1,219,233

City of Banning Share	<u>\$ 506,000</u>
County of Riverside Share	<u>\$356,616.50</u>
City of Beaumont Share	<u>\$356,616.50</u>

SUPPORT SERVICES

Administrative & Operational Services
 Finance
 Training
 Data Processing
 Accounting
 Personnel

Public Affairs
 Procurement
 Emergency Services
 Fire Fighting Equip.
 Office Supplies/Equip.

8.0 Assigned Staff
8.00 Total Assigned Staff
 0.0 Fire Stations
 0 Number of Calls

Medic Program - Support staff, Training, Certification, Case Review & Reporting



City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520

FAX (951) 769-8526

Email: cityhall@ci.beaumont.ca.us

www.ci.beaumont.ca.us

**Beaumont City Council
Meeting of
June 30, 2009
Special Meeting
Agenda Item # 4.e**

Interim Funding for Additional Fire Services to be provided from Station 20

Recommendation: Authorize funding up to \$500,000 from the General Fund and or General Fund Reserves

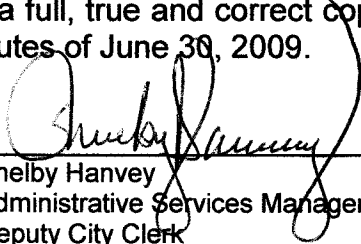
Staff report was given by Andrew Bennett, Fire Chief.

Speakers:

Bill Dickson – Thank the City for their continued cooperation with the Fire Department.

Motion by Council Member DeForge, Council Member Gall to approve with the condition that a plan be submitted by the City of Banning at the next regular meeting to show an overall financial plan for upcoming years on funding for this engine. Vote: 5/0

I hereby certify that the forgoing is a full, true and correct copy of an order made and entered in the City Council Minutes of June 30, 2009.



Shelby Hanvey
Administrative Services Manager/
Deputy City Clerk