

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

005



**FROM:** Fire

**SUBMITTAL DATE:**  
May 21, 2013

**SUBJECT:** Approval of the 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.  
District 5 / District 5

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Cooperative Agreement to Share the Cost of a Fire Engine Company between the City of Banning, the City of Beaumont, and the County of Riverside; and
2. Ratify and Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

**BACKGROUND:** The City of Banning desires to continue contracting for Fire Protection Services with the Riverside County Fire Department, and as such, 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 July 1, 2012 through June 30, 2014.

  
\_\_\_\_\_  
John R. Hawkins, County Fire Chief

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,270,251	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

<b>SOURCE OF FUNDS:</b> Contract Revenue from the City of Banning, the City of Beaumont, and the County of Riverside. (1/3 Split)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
Tina Grande

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: ERIC STORHER  
DATE: 5/30/13  
Departmental Concurrence

Consent     Policy  
 Consent     Policy

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

3015 JUN 11 6W 3:01  
 COUNTY OF RIVERSIDE  
 RECEIVED CLERK'S OFFICE

RE: 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  
Date May 21, 2013  
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**BACKGROUND CONTINUED:**

The City of Banning, City of Beaumont, and the County of Riverside entered into the initial Engine Staffing Cost Share Agreement on October 19, 2010.

The cost pool of the fire engine staffing costs 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.

The initial Agreement was for 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).

With the renewal of this Engine Staffing Cost Share Agreement the parties have agreed to each participating party paying one-third (1/3) of the fire engine staffing costs. The estimated contribution for each participating party would be Four Hundred Twenty Thousand Dollars (\$420,000).

**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 14th day of May, 2012, 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 May 14, 2013, 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 \_\_\_\_\_, 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, with each party paying one-third (1/3) of the fire engine staffing costs.

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 years 12/13 and 13/14 (July 1, 2012 – June 30, 2014) 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 2014/2015 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. 6<sup>th</sup> 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: 5-15-13

**CITY OF BANNING**

By:   
Andrew Takata, City Manager

ATTEST:

APPROVED AS TO FORM:


By:   
Marie A. Calderon, City Clerk,  
City of Banning, CA

By:   
David J. Aleshire, City Attorney  
Aleshire & Wynder, LLP

(SEAL)

Dated: 5/17/13

CITY OF BEAUMONT

By:   
Alan Kapanicas, City Manager

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

By: \_\_\_\_\_

Chairperson,  
Board of Supervisors

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

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Eric Stopher,  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

(SEAL)

H:\COOP AGREEMENTS-LEASES-MOU'S\CONTRACT CITIES\COST SHARE ENGINE COOPERATIVE AGREEMENT -  
BANNING, BEAUMONT, COUNTY\E-20 Agmt w-Beaumont Banning County Fire Renewal 081412.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 NOVEMBER 1, 2012 FOR FY 12/13**

	<u>CAPTAIN'S</u>	<u>CAPTAIN'S</u>	<u>ENGINEER'S</u>	<u>ENGINEER</u>	<u>FF II'S</u>	<u>FF II</u>	<u>TOTALS</u>
<b>STA #20</b>		<b>MEDICS</b>		<b>MEDICS</b>		<b>MEDICS</b>	
Medic Engine	166,844	1.0	142,698	1.0	159,689	1.0	365,997 3.0 277,343 2.0 1,112,570 8.0
Fixed Relief	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
<b>SUBTOTALS</b>	<b>166,844</b>	<b>0</b>	<b>142,698</b>	<b>159,689</b>	<b>365,997</b>	<b>277,343</b>	<b>1,112,570</b>
<b>SUBTOTAL STAFF</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>8</b>
<b>ESTIMATED SUPPORT SERVICES</b>							
Administrative/Operational				14,606	per assigned Staff **		116,848 8.00
Medic Program				5,739	per assigned Medics		17,217 3.0
<b>SUPPORT SERVICES SUBTOTAL</b>							<b>134,065</b>
<b>TOTAL STAFF COUNT</b>							<b>8.00</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>							<b>\$1,246,635</b>

City of Banning Share 1/3	<u>\$415,545.10</u>
County of Riverside Share 1/3	<u>\$415,545.10</u>
City of Beaumont Share 1/3	<u>\$415,545.10</u>

**SUPPORT SERVICES**

Administrative & Operational Services	8.0	Assigned Staff
Finance		
Training		
Data Processing		
Accounting		
Personnel		
Procurement	8.00	Total Assigned Staff
Emergency Services		
Fire Fighting Equip.		
Office Supplies/Equip.		
	0.0	Fire Stations
	0	Number of Calls

Medic Program - Support staff, Training, Certification, Case Review & Reporting  
(PCA 37129)

**FY 12/13 POSITION SALARIES TOP STEP**

248,679	DEPUTY CHIEF	19,200	FIRE ENGINE
245,383	DIV CHIEF	14,606	SRVDEL
230,305	BAT CHIEF	9,363	VOL DEL
166,844	CAPT	5,739	MEDIC DEL
184,768	CAPT MEDIC	52,533	BATT DEL
142,698	ENG	11,993	ECC STATION
159,689	ENG/MEDIC	25,668	ECC CALLS
121,999	FF II	35,617	FLEET SUPPORT
138,671	FF II/MEDIC	20,979	COMM/IT STATION
127,015	FIRE SAFETY SUPERVISOR	44,91	COMM/IT CALLS
118,433	FIRE SAFETY SPECIALIST	1,897	FACILITY STATION
101,475	FIRE SYSTEMS INSPECTOR	518.54	FACILITY FTE
58,023	OFFICE ASSISTANT III	2,863	HAZMAT STATION
66,145	SECRETARY I	4,151.49	HAZMAT CALLS
		1,761	HAZMAT VEHICLE REPLACEMENT

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  
 PRELIMINARY ESTIMATE DATED MARCH 5, 2013 FOR FY 13/14

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS
<b>STA #20</b>							
Medic Engine	169,779	1.0	145,209	1.0	163,570	1.0	372,442 3.0 283,482 2.0 1,134,483 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
<b>SUBTOTALS</b>	<b>169,779</b>	<b>0</b>	<b>145,209</b>	<b>163,570</b>	<b>372,442</b>	<b>283,482</b>	<b>1,134,483</b>
<b>SUBTOTAL STAFF</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>8</b>
<b>ESTIMATED SUPPORT SERVICES</b>							
Administrative/Operational				14,655	per assigned Staff **		117,240 8.00
Medic Program				6,176	per assigned Medics		18,528 3.0
<b>SUPPORT SERVICES SUBTOTAL</b>							<b>135,768</b>
<b>TOTAL STAFF COUNT</b>							<b>8.00</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>							<b>\$1,270,251</b>

City of Banning Share 1/3	<u>\$423,416.84</u>
County of Riverside Share 1/3	<u>\$423,416.84</u>
City of Beaumont Share 1/3	<u>\$423,416.84</u>

**SUPPORT SERVICES**

Administrative & Operational Services  
 Finance  
 Training  
 Data Processing  
 Accounting  
 Personnel

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  
 (PCA 37129)

**FY 13/14 POSITION SALARIES TOP STEP**

253,131 DEPUTY CHIEF	23,200 FIRE ENGINE
249,776 DIV CHIEF	14,655 SRVDEL
234,458 BAT CHIEF	9,403 VOL DEL
169,779 CAPT	6,176 MEDIC DEL
189,531 CAPT MEDIC	63,943 BATT DEL
145,209 ENG	12,380 ECC STATION
163,570 ENG/MEDIC	25.23 ECC CALLS
124,147 FF II	35,560 FLEET SUPPORT
141,741 FF II/MEDIC	21,544 COMM/IT STATION
127,015 FIRE SAFETY SUPERVISOR	43.90 COMM/IT CALLS
118,433 FIRE SAFETY SPECIALIST	1,897 FACILITY STATION
101,475 FIRE SYSTEMS INSPECTOR	518.54 FACILITY FTE
56,023 OFFICE ASSISTANT III	3,047 HAZMAT STATION
66,145 SECRETARY I	1,563.68 HAZMAT CALLS
	1,761 HAZMAT VEHICLE REPLACEMENT