

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 10/12/15

Departmental Concurrence

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

608



FROM: FIRE

SUBMITTAL DATE:
 October 6, 2015

SUBJECT: Approval of the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Banning for three (3) years [\$8,782,236] District 5

100% Contract Revenue

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement for to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Banning, between the County of Riverside and the City of Banning; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County; and
3. Authorized the Fire Chief to negotiate and execute any amendments to the Exhibit "A-i" of this Agreement.

BACKGROUND:

Summary

Continued on Page 2

[Signature]
 John R. Hawkins,
 County Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 2,794,549	\$ 2,924,860	\$ 8,782,236	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

SOURCE OF FUNDS: Contract revenue from the City of Banning subject to annual cost increase. **Budget Adjustment:** No
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

BACKGROUND:

Summary (continued)

The City of Banning desires to continue contracting for Fire Protection Services with the Riverside County Fire Department, and as such, the two agencies have reached an agreement as to the level of service to be provided to the City. There were no changes in the Agreement's level of County staffing since the previous signed Agreement in FY 12/13. The term of this agreement is July 1, 2015 through June 30, 2018. The total estimated contract revenue will be received annually to cover the full contract costs. With the current FY 15/16 estimated at \$2,794,549. Subject to increase and/or decrease based on fiscal year end reconciliation of support services with actual costs to be adjusted on the 4th Quarter Invoice sent out in August following the fiscal year close.

Impact on Citizens and Businesses

There are no changes in the Agreement; therefore, there will be no impact on businesses or citizens of the City of Banning due to the renewal of this agreement. However, the language in the Agreement does state that the City may increase employees or services assigned to the City with one hundred twenty (120) day written notice to the County. All requests for changes will be evaluated by the County Fire Chief to ensure that the levels of service provided to the Community are at or above the minimum County standard requirements. Any concerns will be discussed with the City Representative.

SUPPLEMENTAL:

Additional Fiscal

Fire estimates receiving \$2,794,549 for FY 15/16, \$2,924,860 for FY 16/17 and \$3,062,828 for FY 17/18 in revenue. This contract has no general fund impact.

Contract History and Price Reasonableness

The City of Banning has been contracting for Riverside County Fire Service since 1998. The estimated cost increase for FY 15/16 is 8.12% from the previous FY 14/15. There were no changes in the Agreement's level of County staffing since the previous signed Agreement in FY 12/13.

RESOLUTION NO. 2015-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING TO ENTER INTO A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING.


WHEREAS, the City of Banning has an agreement to contract for fire protection services with the County of Riverside; and

WHEREAS, the total cost of fire protection services is set forth in the "EXHIBIT 1A" at \$2,526,410, which includes two fire engine companies; and

WHEREAS, the cost for the second Banning Engine Company is agreed to be shared three ways with the City of Beaumont and the County of Riverside due to its location and the nature of the cooperative, integrated, regional fire protection system that exists in Riverside County, and that total contribution from Banning is \$463,056.

NOW, THEREFORE, BE IT RESOLVED, the City Council of Banning hereby authorizes the execution of the Engine 20 Agreement between the City of Banning, the City of Beaumont, and the County of Riverside, California.

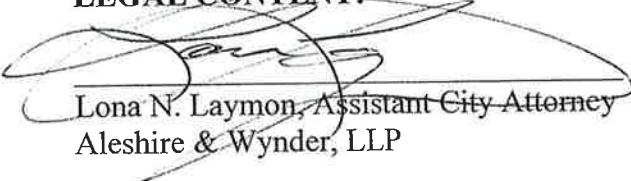
PASSED, APPROVED, AND ADOPTED this 23th day of June, 2015.


Deborah Franklin, Mayor
City of Banning


ATTEST:


Marie A. Calderon, City Clerk

**APPROVED AS TO FORM AND
LEGAL CONTENT:**


Lona N. Laymon, Assistant City Attorney
Aleshire & Wynder, LLP

CERTIFIED TO BE A TRUE AND CORRECT
COPY OF THE ORIGINAL DOCUMENT ON
FILE IN THE OFFICE OF THE CITY CLERK.

BY 
TITLE CITY CLERK
DATE 7-13-15

CERTIFICATION

I, Marie A. Calderon, City Clerk of the City of Banning, do hereby certify that the foregoing Resolution 2014-48 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of June, 2014, by the following vote, to wit:

AYES: Councilmembers Miller, Moyer, Peterson, Welch, Mayor Franklin
NOES: None
ABSTAIN: None
ABSENT: None



Marie A. Calderon, City Clerk
City of Banning

Resolution No. 2015-48

**EXHIBIT "I-A"
TO THE COOPERATIVE AGREEMENT**

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
ESTIMATE DATED JULY 13, 2015 FOR FY 2015/2016 THROUGH 2017/2018

ESTIMATED CITY EXHIBIT "A" BUDGET

FISCAL YEAR 2015/2016	\$2,794,549
FISCAL YEAR 2016/2017	\$2,924,860
FISCAL YEAR 2017/2018	<u>\$3,062,828</u>
TOTAL ESTIMATED CITY EXHIBIT "A" FOR 2015/2016 THROUGH 2017/2018	\$8,782,236

EXHIBIT "A-i"
 TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
 ESTIMATE DATED JULY 13, 2015 FOR FY 2015/2016

	CAPTAIN'S -----	CAPTAIN'S MEDICS -----	ENGINEER'S -----	ENGINEER MEDICS -----	FF II'S -----	FF II MEDICS -----	TOTALS -----
STA #20							
Medic Engine	*0 1.0		*0 1.0	*0 1.0	*0 3.0	*0 2.0	*0 8.0
STA #89							
Medic Engine	195,993 1.0		335,205 2.0		297,686 2.0	488,881 3.0	1,317,764 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	195,993	0	335,205	0	297,686	488,881	1,317,764
SUBTOTAL STAFF	1	0	2	0	2	3	8

***Engine 20 Staffing on separate additional Exhibit "1A"**

FIRE SAFETY SUPERVISOR (PCN 00111911)	146,829 each	146,829	1
SUBTOTAL		<u>\$146,829</u>	<u>9</u>

ESTIMATED SUPPORT SERVICES

Administrative/Operational	19,444 per assigned Staff **	164,302	8.45
Volunteer Program	7,157 Per Entity Allocation	7,157	1.0
Medic Program	Medic FTE/Defib Basis	23,553	3.0
Battalion Chief Support	70,247 .27 FTE per Station	105,371	1.5
Fleet Support	51,374 per Fire Suppression Equip	102,748	2.0
ECC Support	Calls/Station Basis	145,183	
Comm/IT Support	Calls/Station Basis	246,749	
Hazmat Support		<u>20,383</u>	
SUPPORT SERVICES SUBTOTAL		<u>815,446</u>	

ESTIMATED DIRECT CHARGES

COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT		17,032	
		497,478	
TOTAL STAFF COUNT			<u>9.00</u>
TOTAL ESTIMATED CITY BUDGET		<u>\$2,794,549</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 <u>0.45</u> Battalion Chief Support 8.45 Total Assigned Staff 1.5 Fire Stations 4,328 Number of Calls 3 Assigned Medic FTE 3 Monitors/Defibs 1.5 Hazmat Stations 11 Number of Hazmat Calls
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- Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance
- Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.
- Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.
- Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs
- Emergency Command Center Support - Dispatch services costs
- Communications / IT Support - Support staff, communications, radio maintenance, computer support functions
- Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 15/16 ESTIMATED POSITION SALARIES TOP STEP

294,998	DEPUTY CHIEF	25,331	FIRE ENGINE
291,046	DIV CHIEF	19,444	SRVDEL
234,156	BAT CHIEF	7,157	VOL DEL
195,993	CAPT	6,005	MEDIC FTE
218,089	CAPT MEDIC	1,846	MEDIC MONITORS/DEFIBS REPLACEMENT
167,602	ENG	70,247	BATT DEL
188,117	ENG/MEDIC	15,538	ECC STATION
148,843	FF II	28.16	ECC CALLS
162,960	FF II/MEDIC	51,374	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	26,407	COMMIT STATION
140,759	FIRE SAFETY SPECIALIST	47.86	COMMIT CALLS
122,031	FIRE SYSTEMS INSPECTOR	2,247	FACILITY STATION
71,843	OFFICE ASSISTANT III	604.46	FACILITY FTE
72,531	SECRETARY I	3,487	HAZMAT STATION
116,074	COUNTY EMERGENCY SERVICES COORDINATOR	1,209.79	HAZMAT CALLS
		1,845	HAZMAT VEHICLE REPLACEMENT

FY 15/16 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and
520815	Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
	Maint-Office
521540	Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

EXHIBIT "A-ii"
 TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
 ESTIMATE DATED JULY 13, 2015 FOR FY 2016/2017

	CAPTAIN'S -----	CAPTAIN'S MEDICS -----	ENGINEER'S -----	ENGINEER MEDICS -----	FF II'S -----	FF II MEDICS -----	TOTALS -----
STA #20							
Medic Engine	*0	1.0	*0	1.0	*0	1.0	*0 8.0
STA #89							
Medic Engine	205,792	1.0	351,965	2.0	312,570	2.0	513,325 3.0 1,383,652 8.0
Fixed Relief	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
SUBTOTALS	205,792	0	351,965	0	312,570	513,325	1,383,652
SUBTOTAL STAFF	1	0	2	0	2	3	8

***Engine 20 Staffing on separate additional Exhibit "1A"**

FIRE SAFETY SUPERVISOR (PCN 00111911)	154,171 each	154,171	1
SUBTOTAL		\$154,171	9

ESTIMATED SUPPORT SERVICES

Administrative/Operational	20,805	per assigned Staff **	175,803	8.45
Volunteer Program	7,658	Per Entity Allocation	7,658	1.0
Medic Program		Medic FTE/Defib Basis	25,202	3.0
Battalion Chief Support	75,164	.27 FTE per Station	112,746	1.5
Fleet Support	54,970	per Fire Suppression Equip	109,940	2.0
ECC Support		Calls/Station Basis	155,346	
Comm/IT Support		Calls/Station Basis	264,021	
Hazmat Support			21,810	
SUPPORT SERVICES SUBTOTAL			872,527	

ESTIMATED DIRECT CHARGES

COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT	17,032
	497,478
TOTAL STAFF COUNT	9.00
TOTAL ESTIMATED CITY BUDGET	\$2,924,860

SUPPORT SERVICES

Administrative & Operational Services		8.0 Assigned Staff
Finance	Procurement	0.45 Battalion Chief Support
Training	Emergency Services	8.45 Total Assigned Staff
Data Processing	Fire Fighting Equip.	
Accounting	Office Supplies/Equip.	1.5 Fire Stations
Personnel		4,328 Number of Calls
		3 Assigned Medic FTE
		3 Monitors/Defibs
		1.5 Hazmat Stations
		11 Number of Hazmat Calls

- Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance
- Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.
- Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.
- Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs
- Emergency Command Center Support - Dispatch services costs
- Communications / IT Support - Support staff, communications, radio maintenance, computer support functions
- Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 16/17 ESTIMATED POSITION SALARIES TOP STEP

309,748	DEPUTY CHIEF	27,104	FIRE ENGINE
305,599	DIV CHIEF	20,805	SRVDEL
245,864	BAT CHIEF	7,658	VOL DEL
205,792	CAPT	6,425	MEDIC FTE
228,993	CAPT MEDIC	1,975	MEDIC MONITORS/DEFIBS REPLACEMENT
175,982	ENG	75,164	BATT DEL
197,523	ENG/MEDIC	16,626	ECC STATION
156,285	FF II	30.13	ECC CALLS
171,108	FF II/MEDIC	54,970	FLEET SUPPORT
154,171	FIRE SAFETY SUPERVISOR	28,255	COMM/IT STATION
147,796	FIRE SAFETY SPECIALIST	51.21	COMM/IT CALLS
128,132	FIRE SYSTEMS INSPECTOR	2,404	FACILITY STATION
75,435	OFFICE ASSISTANT III	646.77	FACILITY FTE
76,158	SECRETARY I	3,731	HAZMAT STATION
121,877	EMERGENCY SVC COORD	1,294.48	HAZMAT CALLS
		1,974	HAZMAT VEHICLE REPLACEMENT

FY 16/17 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and
520815	Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
	Maint-Office
521540	Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

EXHIBIT "A-iii"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
ESTIMATE DATED JULY 13, 2015 FOR FY 2017/2018

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS
STA #20							
Medic Engine	*0 1.0		*0 1.0	*0 1.0	*0 3.0	*0 2.0	*0 8.0
STA #89							
Medic Engine	216,082 1.0		369,563 2.0		328,198 2.0	538,991 3.0	1,452,835 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	216,082	0	369,563	0	328,198	538,991	1,452,835
SUBTOTAL STAFF	1	0	2	0	2	3	8
*Engine 20 Staffing on separate additional Exhibit "1A"							
FIRE SAFETY SUPERVISOR (PCN 00111911)				161,879	each		161,879 1
SUBTOTAL							\$161,879 9
ESTIMATED SUPPORT SERVICES							
Administrative/Operational				22,261	per assigned Staff **		188,109 8.45
Volunteer Program				8,194	Per Entity Allocation		8,194 1.0
Medic Program					Medic FTE/Defib Basis		26,966 3.0
Battalion Chief Support				80,426	.27 FTE per Station		120,639 1.5
Fleet Support				58,818	per Fire Suppression Equip		117,636 2.0
ECC Support					Calls/Station Basis		166,221
Comm/IT Support					Calls/Station Basis		282,502
Hazmat Support							23,337
SUPPORT SERVICES SUBTOTAL							933,604
ESTIMATED DIRECT CHARGES							
COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT							17,032
							497,478
TOTAL STAFF COUNT							9.00
TOTAL ESTIMATED CITY BUDGET							\$3,062,828

SUPPORT SERVICES

Administrative & Operational Services
Finance
Training
Data Processing
Accounting
Personnel

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

8.0 Assigned Staff
0.45 Battalion Chief Support
8.45 Total Assigned Staff

1.5 Fire Stations
4,328 Number of Calls
3 Assigned Medic FTE
3 Monitors/Defibs
1.5 Hazmat Stations
11 Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 17/18 ESTIMATED POSITION SALARIES TOP STEP

325,236	DEPUTY CHIEF	29,002	FIRE ENGINE
320,879	DIV CHIEF	22,261	SRVDEL
258,157	BAT CHIEF	8,194	VOL DEL
216,082	CAPT	6,875	MEDIC FTE
240,443	CAPT MEDIC	2,113	MEDIC MONITORS/DEFIBS REPLACEMENT
184,782	ENG	80,426	BATT DEL
207,399	ENG/MEDIC	17,789	ECC STATION
164,099	FF II	32.24	ECC CALLS
179,664	FF II/MEDIC	58,818	FLEET SUPPORT
161,879	FIRE SAFETY SUPERVISOR	30,233	COMMIT STATION
155,186	FIRE SAFETY SPECIALIST	54.79	COMMIT CALLS
134,539	FIRE SYSTEMS INSPECTOR	2,573	FACILITY STATION
79,207	OFFICE ASSISTANT III	692.05	FACILITY FTE
79,966	SECRETARY I	3,992	HAZMAT STATION
127,971	EMERGENCY SVC COORD	1,385.09	HAZMAT CALLS
		2,113	HAZMAT VEHICLE REPLACEMENT

FY 17/18 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and
	Custodial Supp
520815	Laundry Services
520830	Household Furnishings
520840	Trash
520845	Maint-Copier Machines
521380	Maint-Kitchen Equipment
521440	Maint-Office
	Equipment
521540	Maint-Service Contracts
521600	Maint-Telephone
521660	Maint-Underground Tanks
521680	Maint-Building and Improvement
522310	Maint-Extermination
522360	Medical-Dental Supplies
522860	Other Medical Care Materials
522870	Pharmaceuticals
522890	Licenses And Permits
523220	Office Equip Non Fixed Assets
523680	Rent-Lease Bldgs
526700	Locks/Keys
526940	Awards/Recognition
527280	Electricity
529500	Heating Fuel
529510	Water
529550	Interfnd Exp-Utilities
537240	Improvements-Building
542060	

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, 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, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55600 et seq., and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the duration of the contract period. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes.

C. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires an increase in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase. Proper notification shall include the following: (1) The total amount of increase; (2) The effective date of the increase; and (3) The number of employees, by classification, affected by the proposed increase. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase, in addition to any other remedies available resulting from the increase in services. In no event will COUNTY authorize or approve a CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station. _____. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

D. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

F. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. _____ [] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day; or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2015, to June 30, 2018.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

C. If CITY and COUNTY are actively negotiating the terms to a new agreement, the parties may enter into an amendment of this agreement to extend the term up to an additional one year period. During this extended term, the level of service will remain as set forth in this Agreement. .

SECTION V: TERMINATION

During the terms of this Agreement, The Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within City of Banning from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at

CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other

party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

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

CITY OF BANNING
City Manager
City of Banning
99 East Ramsey Street
Banning, CA 92220

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

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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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: _____

CITY OF BANNING

By: 
Dean Martin

Title: Interim City Manager

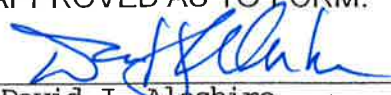
ATTEST:

By: 
Marie A. Calderon

Title: City Clerk

(SEAL)

APPROVED AS TO FORM:


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

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS,
County Counsel

By: 
ERIC STOPHER
Deputy County Counsel