

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

Departmental Concurrence

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

209



FROM: FIRE

SUBMITTAL DATE:
 December 8, 2015

SUBJECT: Approval of the Cooperative Agreement between the City of Banning, the City of Beaumont and Riverside County to Share the Cost of a Fire Engine Company for one (1) year [\$1,497,729] District 5: 1/3 split Contract Revenue

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services between the City of Banning, the City of Beaumont and County of Riverside; 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 "1A-i" of this Agreement.

BACKGROUND:

Summary

Continued on Page 2

Glenn Patterson, Deputy Chief for
 John R. Hawkins, Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,497,729	\$ 0.00	\$ 1,497,729	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 499,243	\$ 0.00	\$ 499,243	\$ 0.00	

SOURCE OF FUNDS: Contract revenue from the City of Banning, The City of Beaumont and the County of Riverside subject to annual cost increase. (1/3 Split)	Budget Adjustment: No
	For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: January 5, 2016
 xc: Fire

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

- A-30
- 4/5 Vote

Prev. Agn. Ref.: 06/18/13 Item 3.34 | District: 5 | Agenda Number:

3-14

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Cooperative Agreement between the City of Banning, the City of Beaumont and Riverside County to Share the Cost of a Fire Engine Company for one (1) years [\$1,497,729]

DATE: December 8, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The City of Banning, the City of Beaumont and Riverside County have been cost sharing for Banning Fire Engine 20 since July 1, 2010 and they wish to continue contracting for Fire Protection Services with the Riverside County Fire Department. As such, the City of Banning, the City of Beaumont and Riverside County have reached an agreement as to cost sharing of Banning Fire Engine Number 20 to keep such equipment in service. There were no changes in the Agreements 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, 2016. The current FY 15/16 cost is estimated at \$1,497,729 with 1/3 split between the three (3) agencies and 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.

The City of Banning approved the agreement on June 23, 2015. The City of Beaumont approve the agreement on November 15, 2015.

The agreement has been reviewed and approved as to form by County Counsel.

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, the City of Beaumont and Riverside County due to the renewal of this agreement. However, the language in the Agreement does state that in the event 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 reasonable time thereof, of the amount received. County will seek reimbursement on behalf of the County and the City of Beaumont by separate invoice. Any concerns will be discussed with the agencies' Representatives.

SUPPLEMENTAL:

Additional Fiscal

Fire estimates receiving \$998,486 for FY 15/16 in revenue from the City of Banning and the City of Beaumont. The County cost share is \$499,243. The renewal of this agreement does not contain new additional impact to the general fund.

Contract History and Price Reasonableness

The City of Banning has been contracting for Riverside County Fire Service since 1998 and the City of Beaumont since 1978. The estimated contract increased Exhibit A1-i Amendment is 7.81%. This increase is due to the various rate increases from the State Cooperative Agreement and County cost increases. There were no changes in the Agreements level of County staffing since the previous signed Agreement in FY 12/13.

**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 5th day of January, 2016, 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 September 10, 2013, 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.*

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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 within 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 2015/2016 (July 1, 2015 – June 30, 2016) and shall be subject to extension thereafter. All parties will work together to determine the need for an extension of this agreement prior to January 1, 2016.

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

SECTION V: INDEMNIFICATION, AUDIT, DISPUTES, & ATTORNEY'S FEES

The indemnification, audit, disputes, and attorney fees 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 as outlined in the "Banning Cooperative Agreement."

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.

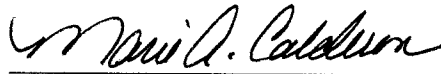
Dated: _____

CITY OF BANNING

By: 
Dean Martin, Interim City Manager

ATTEST:

APPROVED AS TO FORM:

By: 
Marie A. Calderon, City Clerk,

By: 
David J. Aleshire, City Attorney

(SEAL)

Dated: _____

CITY OF BEAUMONT

By: _____
Alan Kapanicas, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT 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: _____
Michael Rock, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Marie A. Calderon, City Clerk,

By: _____
Lona Laymon, City Attorney

(SEAL)

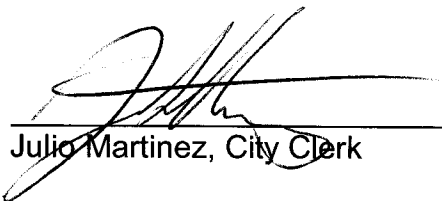
Dated: _____

CITY OF BEAUMONT

By: 
Brenda Knight,
Mayor, City of Beaumont

ATTEST:

APPROVED AS TO FORM:


By: 
Julio Martinez, City Clerk

By: 
John O. Pinkney, City Attorney

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

Dated: JAN 05 2016

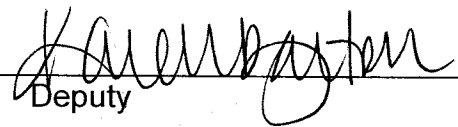
COUNTY OF RIVERSIDE

By: 
Chairperson, **JOHN J. BENOIT**
Board of Supervisors

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: 
ERIC STOPHER,
Deputy County Counsel

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

(SEAL)

Resolution No. 2015-52

Exhibit "A"
To the Cooperative Agreement

RESOLUTION NO. 2015-52


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

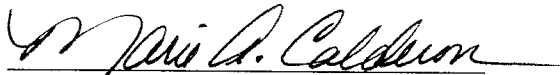
WHEREAS, the cost for the second Banning Engine Company is agreed to be shared three ways with the City of Beaumont and the County of Riverside due to its location and the nature of the cooperative, integrated, regional fire protection system that exists in Riverside County, and that total contribution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

NOW, THEREFORE, BE IT RESOLVED, the City Council of Banning hereby authorizes the execution of the Engine 20 Agreement as shown in Exhibit "A" attached 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 2014-52 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

EXHIBIT "1A-i"

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
 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	195,993	1.0	167,602	1.0	188,117	1.0	446,528 3.0
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	195,993	0	167,602	188,117	446,528	325,921	1,324,162
SUBTOTAL STAFF	1	0	1	1	3	2	8
ESTIMATED SUPPORT SERVICES							
Administrative/Operational				19,444	per assigned Staff **		155,552 8.00
Medic Program				6,005	per assigned Medics		18,015 3.0
SUPPORT SERVICES SUBTOTAL							173,567
TOTAL STAFF COUNT							8.00
TOTAL ESTIMATED CITY BUDGET							\$1,497,729

City of Banning Share 1/3	<u>\$499,242.85</u>
County of Riverside Share 1/3	<u>\$499,242.85</u>
City of Beaumont Share 1/3	<u>\$499,242.85</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 15/16 ESTIMATED POSITION SALARIES TOP STEP

294,998	DEPUTY CHIEF	309748	25,331	FIRE ENGINE
291,046	DIV CHIEF	305599	19,444	SRVDEL
234,156	BAT CHIEF	245864	7,157	VOL DEL
195,993	CAPT	205792	6,005	MEDIC FTE
218,089	CAPT MEDIC	228993	1,846	MEDIC MONITORS/DEFIBS REPLACEMENT
167,602	ENG	175982	70,247	BATT DEL
188,117	ENG/MEDIC	197523	15,538	ECC STATION
148,843	FF II	156285	28.16	ECC CALLS
162,960	FF II/MEDIC	171108	51,374	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	154171	26,407	COMM/IT STATION
140,759	FIRE SAFETY SPECIALIST	147796	47.86	COMM/IT CALLS
122,031	FIRE SYSTEMS INSPECTOR	128132	2,247	FACILITY STATION
71,843	OFFICE ASSISTANT III	75435	604.46	FACILITY FTE
72,531	SECRETARY I	76158	3,487	HAZMAT STATION
116,074	COUNTY EMERGENCY SERVICES COX	121877	1,209.79	HAZMAT CALLS
			1,845	HAZMAT VEHICLE REPLACEMENT