

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 7/16/16
 Departmental Concurrence

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

360
(2050)



FROM: Emergency Management Department

SUBMITTAL DATE:
 July 25, 2016

SUBJECT: Ratify and execute the Agreements with the Cities of Indian Wells and Palm Desert to Provide Emergency Services Coordination for three years. District 4 [\$390,492] 100% City Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify and execute the Agreements with the Cities of Indian Wells and Palm Desert to provide Emergency Services Coordination not to exceed \$390,492 for the period July 1, 2016 through June 30, 2019; and
- 2) Authorize the Riverside County EMD Director, or her designee, to sign subsequent amendments that do not change the substantive terms of the agreement as approved by County Counsel.

BACKGROUND:

Summary
 (Continued on page 2)

Kim Saruwatari, Director
 Emergency Management
 Department

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 124,184	\$ 130,044	\$ 390,492	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% City Funds
 Budget Adjustment: No
 For Fiscal Year: 16/17-18/19

C.E.O. RECOMMENDATION:

APPROVE
 BY:
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries 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: August 23, 2016
 xc: EMD

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

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

Prev. Agn. Ref.: | District: 4 | Agenda Number:

3-37

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

FORM 11: Ratify and execute the Agreements with the Cities of Indian Wells and Palm Desert to provide Emergency Services Coordination for three years. District 4 [\$390,492] 100% City Funds.

DATE: July 25, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

In order to provide the highest quality of service to their residents at the most competitive cost, the Cities of Indian Wells and Palm Desert performed a needs assessment with the help of CAL FIRE/Riverside County Fire staff to determine the status of their Emergency Management program in December 2013. Due to various incidents that had occurred within both cities and the overall concern for each city to be ready when a catastrophic event occurs, the cities requested an additional Emergency Services Coordinator position be hired to serve the residents of both communities. The position's time and cost would be split evenly between the two cities. Duties would include, but not be limited to, the overall management and maintenance of each City's Emergency Operations Center, the training of each City's staff to effectively respond to an emergency, training of City staff, volunteers and residents to be self-sufficient through the Community Emergency Response Team (CERT) training program, community outreach, grant management of available Emergency Management and Homeland Security grants, and other related assignments.

The City Councils of Indian Wells and Palm Desert approved the position for Fiscal Year 2015-16, through an amendment to the Exhibit A of the Cooperative Agreement with CAL FIRE/Riverside County Fire. With the creation of the Emergency Management Department (EMD), and the transfer of the Emergency Services Coordinator position to the new department, the Cities initiated a direct agreement with EMD for this dedicated position.

The attached agreements have been approved by their respective city councils. An additional MOU for the donation of a dedicated vehicle for use by the ESC to respond to emergencies that occur within the two cities will be brought to the Board of Supervisors for approval at a future Board meeting.

Impact on Citizens and Businesses

The addition of an Emergency Services Coordinator dedicated to serving the cities of Palm Desert and Indian Wells will enhance the preparedness and response capabilities of the cities and residents in case of an emergency or natural disaster.

AGREEMENT FOR EMERGENCY SERVICES COORDINATOR
SERVICES BETWEEN THE COUNTY OF RIVERSIDE
AND THE CITY OF INDIAN WELLS

This Agreement is made and entered into as of August 23, 2016 by and between the County of Riverside ("County") and the City of Indian Wells ("City"). The parties agree as follows:

1. This Agreement has an effective date of July 1, 2016 through June 30, 2019.
2. Through its Emergency Management Department (EMD), County shall provide to City the services of an Emergency Services Coordinator ("ESC services") as described in Exhibit A.
3. City shall pay County for these ESC services as stated in Exhibit B.
4. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. The Agreement may be terminated with cause upon 30 days written notice to the other party. County shall be entitled to receive compensation for all properly provided services rendered prior to termination.
5. If City does not appropriate funds in its budget for payment, City shall immediately notify County in writing that such funds are not forthcoming. Such notice shall be deemed to be cause for termination by County or City. County shall nevertheless be entitled to payment for properly provided services rendered prior to termination.
6. At all times during performance of this Agreement, County shall maintain insurance or self-insurance reasonable and appropriate for a public entity the size of County.
7. County shall indemnify and hold harmless City, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of County relating to this Agreement, including but not limited to property damage, personal injury or death. City shall indemnify and hold harmless the County, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or

omission of City relating to this Agreement, including but not limited to property damage, personal injury or death.

- 8. County shall maintain and keep records related to the ESC services in accordance with applicable County standards. In addition to their rights under applicable law, City and its employees and agents shall have the right to review and audit such records during County's normal business hours upon request and reasonable advance notice by City.
- 9. This Agreement shall be administered by County's Director of EMD, or her designee, on behalf of County and City Manager or his designee on behalf of City.
- 10. Notices issues pursuant to this Agreement shall be sent via U.S. Mail to the following:

To County:
 Emergency Management Department
 4210 Riverwalk Parkway, Suite 300
 Riverside, CA 92505
 Attn: CR Manager

To City:
 City of Indian Wells
 44-950 Eldorado Drive
 Indian Wells, CA 92210-7497
 Attn: City Manager

- 11. This Agreement represents the full and final agreement between the parties related to this subject matter; and no prior oral or written agreements shall apply. This Agreement may be modified or altered only by a written amendment signed by authorized representatives of both parties.

AGREED:

County of Riverside

By: John J. Benoit
 John J. Benoit, Chairman
 Board of Supervisors

Dated: AUG 23 2016

City of Indian Wells

By: [Signature]
 Name:
 Title:

Dated: 06/16/2016

FORM APPROVED COUNTY COUNSEL

BY: [Signature]
 NEAL R. KIPNIS DATE

APPROVED AS TO FORM,

Stephen P. Dertsch
 City Attorney

ATTEST:

KECIA HARPER-IHEM, Clerk
 By: [Signature]
 DEPUTY

ATTEST:

[Signature]
 Chief Deputy City Clerk

EXHIBIT A

SCOPE OF EMERGENCY SERVICES

1. Level of Service: County shall provide emergency services utilizing the designated personnel of 0.5 FTE Emergency Services Coordinator (ESC), to be provided by County for City. The ESC will be shared between the cities of Indian Wells and Palm Desert according to the Memorandum of Understanding in effect between the two cities. Services to be provided shall include but not be limited to the following:
 - 1.1 Comprehensive emergency management program: The ESC will coordinate a comprehensive program with the overall mission of serving the public in order to effectively support and recover from a major emergency or disaster, utilizing all standards and applicable laws and regulations within the discipline of emergency management.
 - 1.2 Point of contact: The ESC is the City emergency management point of contact and will be responsible for the coordination with all City personnel and departments and represent the City at all meetings, events, functions, etc., as required.
 - 1.3 Collaboration: The ESC will partner with all local, county, state and federal government agencies, special districts, the private sector, community entities, volunteer and non-profit organizations as necessary in all phases of emergency management.
 - 1.4 Service to Public: The ESC will provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous, efficient service and good public relations.
2. Primary Responsibilities: The ESC will coordinate all activities to address the four phases of emergency management.
 - 2.1 Mitigation Phase: Identification and assessment of hazards, risks, threats using proven mitigation methodologies
 - 2.2 Preparedness Phase:
 - 2.2.1 Plan Development/Maintenance
 - 2.2.2 Grants Management
 - 2.2.3 Community Outreach/Education
 - 2.2.4 Training

- 2.2.5 Exercise Development/Execution
 - 2.2.6 Emergency Operations Center (EOC) Readiness
 - 2.2.7 Volunteer Management
- 2.3 Response Phase:
- 2.3.1 Emergency Response
 - 2.3.2 Incident Level Based Response Protocols as delineated in section 7
- 2.4 Recovery Phase
- 2.4.1 Short Term Recovery
 - 2.4.2 Long Term Recovery
3. Provision of Supervision: Supervision over the rendition of services, the standards of performance, the discipline of personnel, and other matters incidental to the performance of such services and the control of personnel so employed shall remain with County. However, City reserves the right to request, in writing, the replacement of any personnel for cause.
4. Provision of Equipment: For the purpose of performing said services, and to ensure standardization of required equipment, County shall furnish and supply all equipment and supplies as detailed herein, and shall proportionally allocate the initial and/or ongoing cost of identified items to City at a prorated rate based on actual usage.
- 4.1 Equipment to be supplied by the County at no cost to the City:
- A. County ID badge, ESC metal badge, formal name tag and desk name plate
 - B. Wildland gear, structure gear, reflective vest
 - C. Burn kit, EMS Bag w/O2, AED
 - D. Digital camera with case, SD Card USB thumb drive
- 4.2 Equipment to be supplied by County and cost charged to the City:
- A. Uniform (annual allowance) and City ID badge
 - B. Response Vehicle code 3 package, mobile digital computer with mount, and fire radio package
 - C. Other communications equipment:
 - a. Disaster Net mobile radio
 - b. PSEC radio, handheld
 - c. Satellite phone with external antenna and protective case
 - d. Fire Handheld radio with clam shell, case and exterior microphone
 - e. Smart phone with protective case
 - f. Bluetooth device

- g. Activated hotspot
- h. LCD Projector

5. Response Vehicle:

5.1 City shall provide a vehicle to County according to County specifications, which County shall assign to City's ESC to provide contract services. In case of termination of this Agreement, County shall provide the vehicle back to City. City shall have the option to upgrade vehicle and equipment to meet the needs of the City at City's own cost.

5.2 County shall provide fuel and maintain said vehicle and shall charge the cost of those items to the City based on City's proportionally allocated costs. The vehicle will be utilized as a take home vehicle for response capabilities according to County policy.

6. Office Space and Furniture: City shall provide office space, office equipment and furniture necessary for the ESC to perform the job duties.

7. ESC Availability:

7.1 Day-to-Day: The assigned ESC will be available to the City 50% of the time, based on a pre-arranged schedule approved by both cities.

7.2 Local Incident – Affecting One City: If an incident occurs in one of the two cities, the assigned ESC will respond to that affected city and will notify both cities of the response.

7.3 Local Incident, Regional or Catastrophic Event – Affecting Both Cities: If a local incident, regional or catastrophic event occurs during which both cities are affected, the ESC will contact both city liaisons and the Community Readiness manager to make the determination to which city the ESC should respond, based on the following criteria:

- The severity of the incident or event;
- Which city has the greater threat;
- The current location of the assigned ESC;
- The availability of additional EMD staff to respond.

**EXHIBIT B
PAYMENT PROVISIONS**

City shall pay to County on a quarterly basis in arrears for actual hours worked and expenses as stated below.

1. Summary of Compensation for Emergency Services Coordinator: The following chart summarizes the "not to exceed" costs to be charged by County for services pursuant to this Agreement.

Item Description	FY16/17	FY17/18	FY18/19	Total
Personnel (Salary & Benefits for 0.50 FTE ESC)*	\$53,851	\$56,781	\$59,891	\$170,523
Communications/IT Services (recurring)**	\$3,398	\$3,398	\$3,398	\$10,194
Vehicle Operation & Maintenance***	\$4,843	\$4,843	\$4,843	\$14,529
Total	\$62,092	\$65,022	\$68,132	\$195,246

*Personnel cost includes regular hours and 75 projected overtime hours and may fluctuate based on actuals.

**Communications/IT Services/Recurring costs include, but are not limited to: RCIT core service, PSEC, cell phone, hotspot, MDC vehicle modem, tablet, satellite phone and uniform allowance.

***Vehicle Operation & Maintenance is based on estimated mileage and fuel costs.

The "not to exceed" compensation payable to County for all services, as set forth in this Agreement, is one hundred ninety five thousand, two hundred forty six dollars (\$195,246) for the period commencing July 1, 2016 through June 30, 2019. The budget will be reviewed each fiscal year and must have City Council approval for increases in compensation or service level beyond what is stated above.

2. Duty officer rotation: City agrees to pay for up to 4 weeks of duty officer rotation, but not more than 36% of total time dedicated to duty officer rotation.
3. Vacation/Sick Leave: County duty officer will be on call and available to respond when the dedicated ESC is on scheduled or unscheduled leave.

AGREEMENT FOR EMERGENCY SERVICES COORDINATOR
SERVICES BETWEEN THE COUNTY OF RIVERSIDE
AND THE CITY OF PALM DESERT

This Agreement is made and entered into as of June 30, 2016 by and between the County of Riverside ("County") and the City of Palm Desert ("City"). The parties agree as follows:

1. This Agreement has an effective date of July 1, 2016 through June 30, 2019.
2. Through its Emergency Management Department (EMD), County shall provide to City the services of an Emergency Services Coordinator ("ESC services") as described in Exhibit A.
3. City shall pay County for these ESC services as stated in Exhibit B.
4. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. The Agreement may be terminated with cause upon 30 days written notice to the other party. County shall be entitled to receive compensation for all properly provided services rendered prior to termination.
5. If City does not appropriate funds in its budget for payment, City shall immediately notify County in writing that such funds are not forthcoming. Such notice shall be deemed to be cause for termination by County or City. County shall nevertheless be entitled to payment for properly provided services rendered prior to termination.
6. At all times during performance of this Agreement, County shall maintain insurance or self-insurance reasonable and appropriate for a public entity the size of County.
7. County shall indemnify and hold harmless City, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of County relating to this Agreement, including but not limited to property damage, personal injury or death. City shall indemnify and hold harmless the County, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or

omission of City relating to this Agreement, including but not limited to property damage, personal injury or death.

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- 9. This Agreement shall be administered by County's Director of EMD, or her designee, on behalf of County and the City's Risk Manager on behalf of City.
- 10. Notices issues pursuant to this Agreement shall be sent via U.S. Mail to the following:

To County:
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 4210 Riverwalk Parkway, Suite 300
 Riverside, CA 92505
 Attn: CR Manager

To City:
 City of Palm Desert
 73510 Fred Waring Drive
 Palm Desert, CA 92260
 Attn: City Manager

11. This Agreement represents the full and final agreement between the parties related to this subject matter; and no prior oral or written agreements shall apply. This Agreement may be modified or altered only by a written amendment signed by authorized representatives of both parties.

AGREED:

County of Riverside

By: *John J. Benoit*
 John J. Benoit, Chairman
 Board of Supervisors

Dated: AUG 23 2016

City of Palm Desert

By: *Justin McCarthy*
 Name: Justin McCarthy
 Title: Interim City Manager

Dated: 7-6-2016

FORM APPROVED COUNTY COUNSEL

BY: *Neal R. Kipnis* *8/23/16*
 NEAL R. KIPNIS DATE

ATTEST:

KECIA HARPER-IHEM, Clerk
 By: *Kecia Harper-Ihem*
 DEPUTY

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