

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



ITEM
3.23
(ID # 9421)

MEETING DATE:

Tuesday, August 6, 2019

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve the Agreements with the cities of Indian Wells and Palm Desert to Provide Emergency Services Coordination for Three Years. District 4 [\$480,266] [100% City Funds].

1. Ratify and approve the Agreement for Emergency Services Coordinator Services with the cities of Indian Wells and Palm Desert to provide emergency services coordination for a total aggregate amount of \$240,133 per agreement for the period of July 1, 2019 through June 30, 2022, and authorize the Chairman of the Board to sign both agreements on behalf of the County;
2. Authorize the Emergency Management Department Director, or designee, to sign amendments that exercise the options of both agreements, including modifications of the scope of services that stay within the intent of each Agreement, as approved by County Counsel.

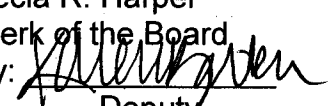
ACTION:Policy


Bruce Barton, EMD Director 7/22/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: August 6, 2019
xc: EMD

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 156,038	\$ 160,048	\$ 480,266	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% City Funds			Budget Adjustment: No	
			For Fiscal Year: 19/20-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Board of Supervisors approved an agreement with the cities of Indian Wells and Palm Desert for Emergency Services Coordination on August 23, 2016, item #3.37 for a three-year term, July 1, 2016 through June 30, 2019. An Emergency Services Coordinator (ESC) position was filled to serve the residents of both communities. The position's time and cost are split evenly between the two cities. Duties include, but are not 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 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 mobile emergency operation center vehicle used by the ESC was donated to the County according to the terms of an MOU approved by the Board on November 8, 2016, item #3.8.

The attached agreements have been approved by their respective city councils and have been approved as to form by County Counsel.

Impact on Residents 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.

Additional Fiscal Information

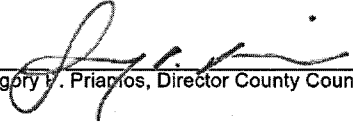
The breakdown of costs per fiscal year is presented in the table below. Costs include salary/benefits/overtime and uniform allowance; communication/IT equipment; and vehicle operation and maintenance.

	FY19/20	FY20/21	FY21/22	Total
Indian Wells	\$78,019	\$80,024	\$82,090	\$240,133
Palm Desert	\$78,019	\$80,024	\$82,090	\$240,133
Total	\$156,038	\$160,048	\$164,180	\$480,266

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

ATTACHMENTS:

1. Agreement No. EM-19-100 between County of Riverside and the City of Indian Wells
2. Agreement No. EM-19-101 between County of Riverside and the City of Palm Desert



Gregory V. Priamos, Director County Counsel 7/26/2019

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 6, 2019 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, 2019 through June 30, 2022.
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 the Director of EMD or 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: Operations Manager

To City:
City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210
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: 
Kevin Jeffries, Chairman
Board of Supervisors

Dated: AUG 06 2019

City of Indian Wells

By: 
Name: Christopher J. Freeland
Title: City Manager

Dated: 6-13-2019

APPROVED AS TO FORM

FORM APPROVED COUNTY COUNSEL

BY: 
SUSANNA N. OH
DATE


City Attorney

ATTEST:

KECIA R. HARPER, Clerk

By: 
DEPUTY

ATTEST:


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	FY19/20	FY20/21	FY21/22	Total
Personnel (Salary & Benefits for 0.50 FTE ESC)*	\$66,844	\$68,849	\$70,915	\$206,608
Communications/IT Services (recurring)**	\$6,332	\$6,332	\$6,332	\$18,996
Vehicle Operation & Maintenance***	\$4,843	\$4,843	\$4,843	\$14,529
Total	\$78,019	\$80,024	\$82,090	\$240,133

*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 two hundred forty thousand, one hundred thirty three dollars (\$240,133) for the period commencing July 1, 2019 through June 30, 2022. 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 27, 2019 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, 2019 through June 30, 2022.
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.
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Attn: Operations Manager

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Palm Desert, CA 92260
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AGREED:

County of Riverside

By: 
Kevin Jeffries, Chairman
Board of Supervisors


Dated: AUG 06 2019

City of Palm Desert


By: 
Name: Lauri Aylaian
Title: City Manager

Dated: June 27, 2019

FORM APPROVED COUNTY COUNSEL

BY: 
SUSANNA N. OH DATE

ATTEST:


Rachelle D. Klassen, City Clerk
City of Palm Desert, California

ATTEST:


KECIA R. HARPER, Clerk
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