

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



**ITEM: 3.10  
(ID # 15347)**

**MEETING DATE:**  
Tuesday, July 20, 2021

**FROM :** EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Approve the Emergency Management Partnership Agreement Template, Authorize the Director of Emergency Management Department (EMD) to Execute Agreements with Cities in the County of Riverside for Emergency Coordinator Services, and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9203 submitted herewith, All Districts. [\$1,890,000 - 83% City Funds, 17% General Fund].

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

1. Approve the Emergency Management Partnership Agreement template and authorize the Emergency Management Department (EMD) Director, or his/her designee, to sign, on behalf of the County, agreements with cities in the County of Riverside, in substantially the same form as the attached Agreement template and as approved-as-to-form by County Counsel, for Emergency Services Coordinator (ESC) Services from July 1, 2021 to June 30, 2024 or other period within that timeframe; and
2. Authorize the EMD Director, or his/her designee, to sign amendments to the agreements that stay within the intent and maximum term of the agreement, including to allow a city to change between the options set forth in Exhibit B, as approved-as-to-form by County Counsel; and

Continued on page 2

**ACTION:**

  
Bruce Barton, EMD Director 6/29/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9203 is adopted as recommended.

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** July 20, 2021  
**xc:** EMD, HR

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

3. Approve the EMD Assistance by Hire (ABH) rates, attached hereto, for maximum hourly rate, overtime rate, and administrative costs, which will cover any overtime or extraordinary costs: (1) outside of the established rates set forth in Exhibit B (Payment Provisions) of the Agreement, and (2) for the invoicing of non-contract cities for services requested from EMD; and
4. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9203 submitted herewith.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 630,000	\$ 1,890,000	\$ (e.g. Operations)
<b>NET COUNTY COST</b>	\$ 0	\$ 162,307	\$ 378,716	\$ In dollars, no cents
<b>SOURCE OF FUNDS: 83% City Funds; 17% General Fund</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 21/22-23/24</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On July 1, 2015, the Emergency Management Department (EMD) was created as its own department to provide Emergency Management (EM) Services throughout the County. During this period, most cities contracted for Emergency Management Services via the Riverside County Fire Department (RCFD) agreement. As of July 1<sup>st</sup>, 2021, the EM Services fees and associated administrative fees will no longer be collected through the RCFD agreement. The Emergency Management Department is instead offering direct Emergency Management Services to city partners.

This new Partnership Agreement evaluates the need for a successful EM Program that includes all four phases of Emergency Management. The EM Services include but are not limited to the four phases in Emergency Management of mitigation, preparedness, response and recovery.

There are four options for cities to choose from:

<b>Option</b>	<b>Services</b>	<b>Annual Cost</b>
A	Base Services without an Emergency Services Coordinator (ESC) assigned to the city	\$20,000
B	ESC Services shared between 2-3 cities (Population < 50,000)	\$45,000
B	ESC Services shared between 2-3 cities (Population > 50,000)	\$65,000
C	Dedicated ESC serving 2 cities	\$80,000
D	Dedicated ESC serving 1 city	\$160,000

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The above options allow each city to create their ideal level of service while enabling the county to achieve a full cost recovery for services as they are provided. The cities of Banning, Beaumont, Calimesa, Coachella, Desert Hot Springs, Eastvale, Moreno Valley, Norco, Rancho Mirage and Wildomar have confirmed that they would like to partner with EMD.

Based upon the responses received from the cities, EMD is requesting three (3) additional ESC positions to cover the needs of the cities and continue coverage of the unincorporated areas of the County. Adding these three positions will enhance the ability to respond to emergencies in the operational area. While the rates above to be charged to the cities cover all on-going costs of the services provided to the cities under the Agreement, there will be an impact to the general fund for the start-up costs of the new ESCs, which is estimated at \$54,000, including equipment, vehicle enhancements, and uniforms.

The Auditor-Controller's Office (ACO) reviewed the proposed rates and determined that the rates do not currently recover the full cost of providing services to contracting cities due to the start-up costs of new ESCs explained above. A full costs recovery rates analysis will need to be reviewed by the ACO annually to ensure the following: 1) a reasonable methodology has been adopted to calculate the rate for services, and 2) the cost used to calculate the rates are an actual reflection of the full cost on an ongoing basis.

The actions before the Board include delegating authority to the EMD Director or his or her designee to execute agreements with cities in the County, consistent with the attached template agreement, and to execute amendments to those agreements, to the extent a cities elects to change service options during the term of the agreement, as approved-as-to-form by County Counsel. The attached template Agreement has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

Emergency services personnel dedicated to serving the cities will enhance the preparedness and response capabilities of the cities and residents in case of an emergency or natural disaster.

**Additional Fiscal Information**

The Agreement does not cover any extraordinary costs, such as overtime. Assistance by Hire (ABH) rates attached hereto set forth the maximum hourly rate, overtime rate, and administrative costs, and they are in line with the current County of Riverside cost allocation plan. Approval of these rates will ensure the coverage of any overtime or extraordinary costs outside of the established rates set forth in Exhibit B (Payment Provisions) of the Agreement and the rates for invoicing non-contract cities for services requested from EMD.

Currently, there are 10 cities that have expressed their interest in this Agreement, and additional cities may also elect to enter into the Agreement. The anticipated cost to the 10 cities that have currently expressed interest would be \$630,000 annually, for a total of \$1,890,000 over the three-

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year period. If additional cities decide to contract with EMD, it will be reported in the quarterly budget report.

**ATTACHMENTS:**

- EMD Partnership Agreement Template
- Resolution No. 440-9303
- EMD Assistance by Hire (ABH) Rates

*Cherilyn Williams*  
Cherilyn Williams

7/14/2021

*Gregory B. Priamos*  
Gregory B. Priamos, Director County Counsel

7/13/2021

1 RESOLUTION NO. 440-9203

2  
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in  
4 regular session assembled on July 20, 2021, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the  
5 Director of Emergency Management is authorized to make the following listed change(s), operative on the  
6 date of approval, as follows:

7  
8 

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
74168	+ 3	2000100000	Emergency Services Coordinator

9  
10  
11  
12 ROLL CALL:

13 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
14 Nays: None  
15 Absent: None

16 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
17 Supervisors on the date therein set forth.

18  
19 KECIA R. HARPER, Clerk of said Board

20 By:   
21 Deputy

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23  
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26 07/20/2021 3.10

27 /kc  
28 06/29/2021  
440 Resolutions\KC

### EMD Assistance by Hire Fees

<b>Job Title</b>	<b>Max Hourly Rate</b>	<b>OVT Rate</b>	<b>Admin</b>
Administrative Services Analyst II	\$37.21	\$55.81	10%
Emergency Management Educator	\$35.83	\$53.75	10%
Emergency Management Prog Supv	\$46.35	\$69.53	10%
Emergency Services Coordinator	\$42.60	\$63.90	10%
Emergency Services Manager	\$65.09	NA	10%
Emergency Services Medical Specialist	\$41.51	\$62.27	10%
Program Chief II	\$65.09	NA	10%
Program Coordinator I	\$37.13	\$55.70	10%
Program Coordinator II	\$42.27	\$63.41	10%
Sr. PIO	\$47.88	\$71.82	10%
Sr. EMS Specialist	\$43.76	\$65.64	10%
Support Services Supervisor	\$31.84	\$47.76	10%
Support Services Technician	\$26.35	\$39.53	10%

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

This Agreement is made as of the date last below written between the County of Riverside ("County") and the City of ("City"). The parties agree as follows:

1. This Agreement is effective from July 1, 2021, through June 30, 2024.
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 and Attachment 1.
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 governed by the laws of the State of California. Venue shall be in a court of competent jurisdiction in Riverside County, and the parties waive any provision of law providing for a change of venue to another location.
10. This Agreement shall be administered by the Director of EMD or designee on behalf of County, and by City Manager or his or her designee on behalf of City.
11. Notices issues pursuant to this Agreement shall be sent via U.S. Mail to the following:

To County:  
Emergency Management Department  
450 E. Alessandro Blvd.  
Riverside, CA 92508  
Attn: Operations Manager

To City:  
  
  
  
Attn: City Manager

12. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA," Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.



13. 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

City of

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

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

Bruce Barton, Director

Emergency Management Department

City Manager

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

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

**EXHIBIT A**  
**SCOPE OF EMERGENCY SERVICES**

1. Level of Service: County shall provide emergency services utilizing the designated Service Level of an Emergency Services Coordinator (“ESC”), to be provided by County for City. Services to be provided shall vary based on the Service Level Option chosen by the City, as outlined in Attachment A, and identified in Exhibit B, Payment Provisions. Services include 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 (Refer to Attachment 1 for detailed levels of service).
  - 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 standard equipment and supplies at no cost to the City. Any additional equipment required by City will be acquired at City’s expense.
5. Response Vehicle: County shall provide the response vehicle, according to County specifications, and shall provide fuel and maintain said vehicle. The vehicle will be utilized as a take home vehicle for response capabilities according to County policy.
6. Office Space and Furniture:
  - 6.1 If available, City shall provide office space, office equipment/supplies and furniture necessary for the ESC to perform their job duties.
  - 6.2 ESC headquarters will be at either County EOC in Riverside or Alternate County EOC in Indio.
7. ESC Availability:
  - 7.1 Day-to-Day: The assigned ESC will be available to the City based on the contracted level of service as indicated in Exhibit B and according to a pre-arranged schedule approved by City.

- 7.2 Local Incident – Affecting One City: If an incident occurs in one of the contracted cities, the assigned ESC will respond to that affected city and will notify cities of the response.
- 7.3 Local Incident, Regional or Catastrophic Event – Affecting Contracted Cities: If a local incident, regional or catastrophic event occurs during which multiple contracted cities are affected, the ESC or the EMD Emergency Services Division Manager will contact the city liaisons 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
- 7.4 Duty Officer Rotation: City agrees for ESC to serve in the EMD Duty Officer rotation.
- 7.5 Vacation/Sick Leave: EMD Duty Chief, Duty Officer or supervisor will be on call and available to respond when the dedicated ESC is on scheduled or unscheduled leave.
- 7.6 Overtime/Extraordinary Costs: City agrees that overtime and extraordinary costs for incidents within the exclusive jurisdiction of the City are not included in the annual rate.
- 7.6.1 Overtime shall mean any request by City to attend city council meeting, community meetings or any official city business outside of normal business hours (after 5:00 pm M-F and weekends).
- 7.6.2 Extraordinary costs shall mean any reasonable, actual and out of pocket costs associated with an emergency incident within the City's jurisdiction.

**EXHIBIT B  
PAYMENT PROVISIONS**

City shall compensate County for Emergency Services Coordinator (“ESC”) services on a quarterly basis as set forth below.

1. Summary of Compensation for Emergency Services Coordinator Services:

1.1 The following chart summarizes the annual rates to be charged by County for services pursuant to this Agreement (refer to Attachment 1 for details). The City’s selected option is indicated:

Option (“X”)	Item Description	Quarter 1 Jul-Sept	Quarter 2 Oct-Dec	Quarter 3 Jan-Mar	Quarter 4 Apr-Jun	Total
	Option A: Base Services	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
	Option B: ESC Services Shared (City Pop < 50,000)	\$11,250	\$11,250	\$11,250	\$11,250	\$45,000
	Option B: ESC Services Shared (City Pop > 50,000)	\$16,250	\$16,250	\$16,250	\$16,250	\$65,000
	Option C: 50% Dedicated	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
	Option D: 100% Dedicated	\$40,000	\$40,000	\$40,000	\$40,000	\$160,000

1.2 The compensation payable to County for all services as set forth in this Agreement for the period commencing on or after July 1, 2021, and running through June 30, 2024, is dollars (\$ ).

2. Overtime or Extraordinary Costs: Any overtime or extraordinary costs as defined in Exhibit A 7.6 are not included in the established rate. The rate for overtime/extraordinary cost is calculated at 1.5 x the EMD Staff’s current employee rate and must be approved in advance by the city’s authorized agent.

3. Invoicing: The County will invoice the City at the end of each quarter. The payment is due by the 20<sup>th</sup> of the following month as follows:

- a. Quarter 1 (July 1 – September 30) – due October 20<sup>th</sup>
- b. Quarter 2 (October 1 – December 31) – due January 20<sup>th</sup>
- c. Quarter 3 (January 1 – March 31) – due April 20<sup>th</sup>
- d. Quarter 4 (April 1 – June 30) – due July 20<sup>th</sup>



Bruce Barton  
Emergency Management Department Director

**Date:** July 15, 2021  
**To:** Priscilla Rasso, Clerk of the Board  
**From:** Michelle Vigil, Administrative Services Analyst II  
**Re:** Minute Traq #15347 – EMD Partnership Agreement Template for July 20<sup>th</sup>, 2021 Board of Supervisors Meeting

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Enclosed are the following attachments that correspond to the Form 11 prepared for the July 20<sup>th</sup> meeting, agenda item 3.10.

**ATTACHMENTS:**

- EMD Partnership Agreement Template
- Resolution No. 440-9303
- EMD Assistance by Hire (ABH) Rates

These two (2) copies of each attachment are designated for the Clerk of the Board for the BOS agenda for July 20<sup>th</sup>, 2021, Minute Traq #15347.

Please call me at (951) 358-7184 if you have any questions.

Thank you,

Michelle Vigil  
Administrative Services Analyst II