

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



ITEM: 3.18
(ID # 24318)

MEETING DATE:
Tuesday, April 02, 2024

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the First Amendment to the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Banning for an additional one (1) year. District 5 [Total Cost \$8,490,781 100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Banning; and
2. Authorize the Chair of the Board to execute this Cooperative Agreement on behalf of the County; and
3. Authorize the Chief Deputy to negotiate and execute any amendments to the Exhibit "A" and Exhibit "C" of this Agreement as approved-as-to-form by County Counsel.

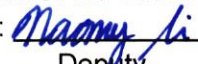
ACTION:


Bill Weiser, Fire Department Chief 3/12/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 2, 2024
xc: Fire

Kimberly A. Rector
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	\$ 4,146,872	\$ 4,343,909	\$ 8,490,781	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: 100 %Contract revenue from the City of Banning subject to annual cost increase.			Budget Adjustment: No	
			For Fiscal Year: 23/24–24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Banning requested an amendment to their cooperative agreement which was approved by the Board of Supervisors on June 22, 2021, Item #3.15. The amendment will extend the cooperative agreement to June 30, 2025, and add one (1) Fire Safety Supervisor. The cooperative agreement will extend an additional year of fire services for the City of Banning. The total estimated contract revenue received will cover the full contract costs for the additional years; with FY 23/24 estimated at \$4,146,872 and FY 24/25 estimated at \$4,343,909. The revenue is 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 1st Amendment to the Cooperative Agreement during the December 12, 2023, City Council Meeting.

The First Amendment to the Cooperative Agreement has been reviewed and approved as to form by County Counsel.

Impact on Residents and Businesses

There is 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 request an increase or decrease of employees or services assigned to the City with one hundred twenty (120) days' written notice to the County. All requests for changes will be evaluated by the designated Chief Officer and/or County Fire Chief to ensure that the levels of service provided to the Community are at or above the minimum standard requirements. Any concerns will be discussed with the City Representative.

SUPPLEMENTAL:

Additional Fiscal Information

This contract has no general fund impact. Fire estimates receiving \$4,146,872 for FY 23/24 and \$4,343,909 for FY 24/25 in revenue. Contract revenue from the City of Banning is subject to annual cost increases. Since the current Cooperative Agreement was approved on June 22,

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STATE OF CALIFORNIA**

2021, Item #3.15, the City of Banning has decided to add one (1) Fire Safety Supervisor position.

Contract History and Price Reasonableness

The City of Banning has been contracting for Riverside County Fire Service since 1991. Contract revenue from the City of Banning subject to annual cost increase. Since the current Cooperative Agreement was approved on June 22, 2021, Item #3.15, the City of Banning has decided to add one (1) Fire Safety Supervisor position.

Geoff Pemberton

Geoff Pemberton, Chief Deputy County Fire

2/21/2024

Melissa R. Cushman

Melissa Cushman

3/14/2024

Rebecca S Cortez

Rebecca S Cortez, Principal Management Analyst

3/25/2024

Michelle Paradise

Michelle Paradise, ACEO

3/25/2024

RESOLUTION 2023-195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING

WHEREAS, the City of Banning and the County of Riverside have entered into A Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Banning ("Agreement") dated June 22, 2021; and

WHEREAS, the City desires to amend the Agreement by increasing the staffing levels provided by the County under the Agreement to include a Fire Safety Supervisor; and

WHEREAS, the City intends to adopt fees at a future date to support the proposed increased staffing levels.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby approves Amendment No. 1 to the Agreement, attached hereto as Exhibit A, and authorizes the City Manager to execute Amendment No. 1 on behalf of the City Council.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this Resolution.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and shall cause the certified Resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 12th day of December 2023.



Mayor
City of Banning

ATTEST:



Caroline Patton, Administrative City Clerk
City of Banning

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



Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-195, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of December 2023 by the following vote, to wit:

AYES: Minjares, Sanchez, and Wallace.

NOES: Flynn.

ABSENT:

ABSTAIN:



Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Amendment No. 1 to Fire Services Contract with Riverside County

**AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING**

THIS AMENDMENT NO. 1 to that certain Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Banning dated June 22, 2021 ("Agreement"), is made and entered into this 12th day of December, 2023, 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"). And hereinafter may collectively be referred to as the "Parties".

SECTION I: PURPOSE

A. The COUNTY has contracted with the CITY, individually pursuant to that the 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.

B. The CITY desires to increase staffing under the Agreement through the addition of a Fire Safety Supervisor.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1, the Parties mutually agree follows:

SECTION II: TERM AND MODIFICATION OF SERVICES

The term of the Agreement is hereby extended to June 30, 2025 and shall be subject to the Parties' approval of extensions thereafter. The Parties will work together to determine the need for an extension of the Agreement prior to the start of the FY 2025/26 budget process. County shall increase staffing under the agreement by adding a Fire Safety Supervisor.

SECTION III. INDEMNIFICATION

The indemnification provisions as provided in the Agreement shall apply to this Amendment No. 1.

SECTION IV: DELIVERY OF NOTICES

All notices permitted or required under the Agreement shall be given to 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 BANNING
City Manager
99 E. Ramsey
Banning, CA 92220

Any notice required to be given under the Agreement 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 Amendment No. 1, 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 the Agreement, which is formally approved and executed by all Parties.

B. JURISDICTION AND VENUE.

This Amendment No. 1 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 Amendment No. 1 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 Amendment No. 1 shall not be construed as in any manner changing the terms hereof, or estopping the CITY or COUNTY from enforcement hereof.

D. SEVERABILITY.

If any provision in this Amendment No. 1 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 Amendment No. 1 on behalf of the County of Riverside.

2. The CITY's City Manager shall administer this Amendment No. 1 on behalf of its own City.

F. ENTIRE AGREEMENT

This Amendment No. 1 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. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect.


G. COUNTERPART AND ELECTRONIC SIGNATURES

This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto hereby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Amendment No. 1 and such other documents transmitted by the Parties.

[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.

CITY OF BANNING



Mayor
City of Banning

COUNTY OF RIVERSIDE



Chairperson, **CHUCK WASHINGTON**
Board of Supervisors

ATTEST:



Caroline Patton, Administrative City Clerk
City of Banning

ATTEST:

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 

DEPUTY

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



Serita R. Young, City Attorney
Richards, Watson & Gershon

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



(SEAL)



City of Banning

Office of the City Manager

January 23, 2024
Bill Weiser, Fire Chief
210 W. San Jacinto
Perris, CA 92570

CERTIFIED 7018 3090 0000 3898 3261

Dear Chief Weiser,

The City of Banning works closely with the Riverside County Fire Department, and the Office of the Fire Marshal, to identify staffing needs when preparing the Annual Budget.

On December 12, 2023, the Banning City Council approved an Amendment to the Cooperative Agreement to provide additional staffing levels that will increase safety and productivity for the community. The City Council approved adding One (1) Fire Safety Supervisor position that will be funded by the City of Banning through the adoption of an updated User Fee Schedule.

This correspondence serves as the City of Banning's confirmation that the current contract between Riverside County and the City of Banning has been amended to the staffing changes listed below.

Add One (1) new Fire Safety Supervisor position to be effective on or before July 1, 2024, funded by the City of Banning.

Respectfully,

A handwritten signature in black ink, appearing to read 'Doug Schulze', is written over a horizontal line.

Doug Schulze, ICMA, CM
City Manager
City of Banning