



STAFF REPORT

DATE: NOVEMBER 15, 2011
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD FOSTER, CITY MANAGER
PREPARED BY: TOM HENDRIX, FIRE CHIEF
SUBJECT: BATTALION CHIEF SHARING AGREEMENT WITH THE CITY OF LOMA LINDA

RECOMMENDED ACTION

It is recommended that the City Council approve the attached Battalion Chief Sharing Agreement with the City of Loma Linda.

GOAL STATEMENT

The proposed action will support the City's goal to provide efficient, cost effective safety services.

BACKGROUND

A key finding of the 2010 performance audit conducted by Harvey Rose Associates was that the Fire Department had significantly reduced its administrative and support positions, which can affect efficient operations and increase operational and financial risks. For many years, Colton Fire Department and Loma Linda Fire Department have worked closely on emergency incidents, training programs, administrative programs, and battalion chief shift coverage. This working relationship, over such a long period of time, has resulted in very similar organizational cultures and operational methods that have benefited both departments.

Both Colton Fire Department and Loma Linda Fire Department have similar issues with insufficient numbers of administrative and support personnel. For quite some time, both departments have needed an administrative chief officer working a forty-hour schedule to improve day-to-day management and long range planning.

ISSUES/ANALYSIS

A plan to share shift battalion chiefs has been developed that will allow both Colton and Loma Linda to create an Administrative Chief Officer position by transferring one existing shift battalion chief to a forty-hour work schedule at no additional cost to either city. The plan provides for "A" Shift in both departments to be coordinated and supervised by a Colton

Battalion Chief and "B" Shift will likewise be coordinated and supervised by a Loma Linda Battalion Chief. The shared Battalion Chief will supervise all fire stations in both cities, providing direction and coordination of their activities, and responding to and assuming command of any incident that would normally require a battalion chief. Existing fire chief notification protocols are included in the plan and the Administrative Chief Officer in each department will be available for both administrative advice and emergency response.

Operational scope of the agreement is provided in Exhibit "A" entitled Operational Sharing Plan. The specific scope of the Operational Sharing Plan may be revised as needed by both Fire Chiefs, and they will meet at least annually for the purpose of considering revisions to the plan. The initial term of the agreement is for one year and may be automatically extended for two additional successive two-year terms unless otherwise terminated as provided for in the agreement. Either party may terminate the agreement by giving the other party at least sixty days notice.

The Colton Administrative Battalion Chief position will be a special assignment for one year. This coincides with the initial term of the Battalion Chief Sharing Agreement. At the end of one year, the program will be evaluated and adjustments made as necessary. The Administrative Battalion Chief will receive a \$1,200 per month shift differential pay which will result in a monthly salary of \$11,720 which is \$763 less than the average salary of administrative chief officers in six San Bernardino County Fire Departments that were surveyed on April 12, 2011. Administrative chief officers normally receive additional pay for the change of work schedules, increased administrative duties, and Acting Fire Chief responsibilities. All other benefits will coincide with benefits provided in the Fire Association MOU under non-shift personnel.

This agreement will increase the effectiveness of Fire Department administrative and support functions, especially Emergency Medical Services and Disaster Preparedness, at no additional cost. Additionally, there will be some overtime savings by taking one battalion chief off shift and having the Administrative Battalion Chief cover response duties Monday through Thursday if the regular shift battalion chief is on paid leave.

FISCAL IMPACTS

This agreement will save approximately \$8,000 annually, which includes the cost of the Administrative Battalion Chief \$1,200 monthly stipend.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Battalion Chief Sharing Agreement

COLTON & LOMA LINDA BATTALION CHIEF SHARING AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of November, 2011 by and between the City of Colton (hereinafter called "Colton") and the City of Loma Linda (hereinafter called "Loma Linda"). Colton and Loma Linda may hereinafter be referred to individually as "Party" or collectively as the "Parties".

2. RECITALS.

2.1 Both Colton and Loma Linda maintain as part of their municipal services organized and equipped Fire Departments charged with the duty of fire protection, rescue, emergency medical care and other emergency services within their respective jurisdictions.

2.2 Colton has jurisdictional authority and responsibility for the City of Colton, the entirety of which is covered by this Agreement. Loma Linda has jurisdictional authority and responsibility for the City of Loma Linda, the entirety of which is covered by this Agreement.

2.3 Colton and Loma Linda have long participated in automatic aid agreements whereby fire apparatus and personnel routinely respond to each of the Parties' respective jurisdictions. The personnel of both Parties' Fire Departments have also participated in joint training programs and have worked together in emergency situations for many years.

2.4 The Parties now desire to expand the scope of cooperation between the Parties by regularly sharing Fire Department battalion chiefs during certain work shifts ("Operational Sharing Plan"). Battalion chiefs who operate under the Operational Sharing Plan will be responsible for both Parties' Fire Department shift supervision, coordination, emergency response, personnel, equipment status changes and emergency response/incident command during designated work shifts.

2.5 The Parties also desire that their respective Fire Departments and personnel continue to participate in joint training programs and opportunities from time to time.

2.6 The Parties are authorized to enter into mutual aid agreements pursuant to California Government Code Section 55632.

3. TERMS.

3.1 Recitals. The Recitals listed above are incorporated into and hereby made a part of this Agreement.

3.2 Representatives. Colton and Loma Linda hereby designate their respective Fire Chiefs, or their designees, to act as their representatives for the performance of this Agreement. Each representative shall have the power to act on behalf of their respective Party for all purposes under this Agreement.

3.3 Scope of Operational Sharing Plan. The scope of the Operational Sharing Plan is described in Exhibit "A" attached hereto and incorporated herein by reference. The specific details of the Operational Sharing Plan shall be as determined by the Colton and Loma Linda Fire Chiefs, or their designees. The Fire Chiefs or their designees shall meet at least annually for the purpose of considering revisions to the Operational Sharing Plan. Each Party agrees to work closely with each other in the performance of this Agreement, to be available to each other at all reasonable times and to take all further actions necessary and reasonable to implement the full intent of this Agreement.

3.4 Joint Training Opportunities. This Agreement authorizes the Parties' respective Fire Departments and personnel to continue to participate in joint training programs from time to time, as determined by Colton and Loma Linda Fire Chiefs, or their designees.

3.5 Dispatch and On Scene Services. Each Party will be responsible for providing dispatch services for its own equipment and manpower for all incidents to which it responds while the Agreement is in effect, except as provided in the Operational Sharing Plan.

3.6 Fire Investigations. Each Party will maintain responsibility for all fire investigations for incidents that occur within its own jurisdiction, including primary cause and origin.

3.7 Term. The term of this Agreement shall be from November 18th, 2011 to November 18, 2012, unless earlier terminated as provided herein. This Agreement shall be renewed automatically for no more than two additional, successive two-year terms unless otherwise terminated as provided herein. Either Party may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

3.8 Independent Contractor Status. Colton and Loma Linda shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits, and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the other for any purpose.

3.9 Insurance.

3.9.1 Workers' Compensation. Colton and Loma Linda shall maintain Workers' Compensation Insurance or self-insurance for their own employees without cost to the other Party. In the event that a Colton employee pursues a workers' compensation claim for an incident which occurred while that employee was acting pursuant to this Agreement, the Parties understand, acknowledge and agree that Colton shall be responsible and liable to process, defend and/or pay the claim as necessary. In the event that a Loma Linda employee pursues a workers' compensation claim for an incident which occurred while that employee was acting pursuant to this Agreement, the Parties understand, acknowledge and agree that Loma Linda shall be responsible and liable to process, defend and/or pay the claim as necessary. Each Party shall defend, indemnify and hold harmless, pursuant to Section 3.11 below, the other Party with respect to workers' compensation claims filed by their own employees.

3.9.2 Additional Insurance. In addition, each Party shall provide its own insurance or self-insurance for its own apparatus, equipment and employees, including general liability insurance and automobile insurance.

3.10 Compensation. No payment shall be made between the Parties as compensation for any services performed pursuant to this Agreement.

3.11 Indemnification. Pursuant to California Government Code Section 895 *et seq.*, each Party agrees to defend, indemnify and hold the other Party and their elected officials, officers, employees, contractors, volunteers and agencies mutually free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries or liabilities, including wrongful death and attorneys' fees, arising from their own performance of this Agreement, except to the extent that such liability is caused by the negligence of the other Party.

3.12 Notices. Any notices required to be given under this Agreement shall be deemed to have been properly delivered, served, or given for all purposes when personally delivered to the Party to whom it is directed to, or in lieu of such personal service, when mailed, postage prepaid to the following addresses:

COLTON:	LOMA LINDA:
Fire Chief	Fire Chief
City of Colton Fire Department	City of Loma Linda Fire Department
303 East "E" Street	25541 Barton Road
Colton, CA 92324	Loma Linda, CA 92354

Any Party may change its address for the purposes of this paragraph by giving written notice of such change in the manner prescribed by this paragraph.

3.13 Third Party Rights. Colton and Loma Linda agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a party to this

Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than Colton and Loma Linda.

3.14 Privileges and Immunities. All privileges and immunities of Colton and Loma Linda provided by state or federal law shall remain in full force and effect.

3.15 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.16 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.17 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by either Party without the prior written consent of the other.

3.18 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

3.19 Amendments. The Operational Sharing Plan may be amended by mutual agreement by and between the Fire Chiefs and/or their designees. All other amendments to this Agreement must be made in a signed writing by all of the Parties hereto, or their respective successors or assigns.

3.20 Severability. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement. Such invalidity, illegality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed and executed on the date first hereinabove written.

[Signatures on following page]
**SIGNATURE PAGE TO
COLTON & LOMA LINDA**

BATTALION CHIEF SHARING AGREEMENT

CITY OF COLTON

CITY OF LOMA LINDA

By: _____
Rod Foster, City Manager

By: _____
T. Jarb Thaipejr, City Manager

Attest:

Attest:

By: _____
Eileen Gomez, City Clerk

By: _____
Pamela Byrnes-O'Camb, City Clerk

Approved as to Form:

Best Best & Krieger LLP

Approved as to Form:

[_____]

By: _____
Dean R. Derleth, City Attorney

By: _____
Richard Holdaway, City Attorney

EXHIBIT "A"

OPERATIONAL SHARING PLAN

COLTON LOMA LINDA BATTALION CHIEF SHARING AGREEMENT

1. Each Department will share one shift Battalion Chief.
 - Loma Linda "B" Shift
 - Colton "A" Shift
2. The shared Battalion Chief will be responsible for the supervision and cooperation of all personnel and resources for both cities.
 - Emergency response
 - Personnel and Equipment status changes
 - Fire Chief notifications
 - Confined space notification
 - Training
3. Morning Conference call will include Colton and Loma Linda Operations Chiefs, Duty Battalion Chief, and all Captains from both Colton and Loma Linda.
4. Discipline above informal counseling will be referred to the operations chief of the Department involved. In extreme circumstances where action must be taken immediately the shared Battalion Chief will take appropriate action and immediately notify the Fire Chief of the Department involved
5. Strike Team Leader assignments will be covered by the Department scheduled in the Zone Two rotation plan. Operations Chief will take the assignment if the Battalion Chief from the opposite city is covering both cities.