

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 7/12/05
Department Name: Fire
Department No.: 031
Agenda Date: 7/26/05
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: John M. Scherrei
Fire

STAFF CONTACT: John M. Scherrei
x5507

SUBJECT: Approve an Agreement with the City of Buellton to Augment Fire Service by Funding a Portion of a Firefighter/Paramedic Post Position

Recommendation(s):

That the Board of Supervisors:

Approve the Agreement between the Santa Barbara County Fire Department and the City of Buellton which provides financial support for a mutually beneficial increase in staffing for Fire Station No. 31 located at 168 W. Highway 246 in Buellton.

Alignment with Board Strategic Plan:

The recommendation is primarily aligned with Goal No. 1.:An Efficient Government Able to Respond Effectively to the Needs of the Community and with Goal No. 2: A Safe and Healthy Community in Which to Live, Work, and Visit.

Executive Summary and Discussion:

The City of Buellton at the time of its incorporation chose to remain in the Santa Barbara County Fire Protection District. As such, the District receives property tax revenues for providing fire service for the City. In addition, the City of Buellton has agreed to assist with a portion of the funding for a new Firefighter/Paramedic post position 24 hours a day (one firefighter/paramedic for each shift). [Please see attached Agreement] This Firefighter/Paramedic post position (3 FTEs) will reduce the impact of a growing number of responses in the Greater Buellton area.

The Fire Department recognizes the commitment of the City of Buellton and their partnership in public safety.

Mandates and Service Levels:

Previous studies have indicated the need for an additional firefighter/paramedic to handle structure, wildland, medical calls, as well as traffic accidents in the central portion of the county.

Fiscal and Facilities Impacts:

Buellton based their support on the analysis that approximately one-third (1/3) of Fire Station 31's responses occur within the city limits. The intent is for the City of Buellton to cover one-third (1/3) of the on-going actual salary of this new post position. Therefore, the cost of this post position will be partially offset by revenues received from the City of Buellton. The total cost for salaries and benefits for this post position is \$406,047 annually, of which Buellton will contribute approximately \$135, 349 annually and the Fire Department will fund \$270, 698. The Fire Department will also absorb the costs of training, safety equipment, certification, housing and other costs related to maintaining a post position. There are no facilities impacts.

Special Instructions:

Please send certified copy of minute order and three original Agreements to:
Rose Pueschel, Fire Department

Concurrence:

County Administrator/County Counsel/Risk Management/Auditor-Controller

Attachment/Agreement

Stn31BrdLtr.doc

AGREEMENT

THIS AGREEMENT is entered into between the County of Santa Barbara (hereafter referred to as COUNTY FIRE) and the City of Buellton (hereafter referred to as BUELLTON), regarding additional services to be provided by COUNTY FIRE effective August 1, 2005.

RECITALS

- a. COUNTY FIRE and BUELLTON desire to establish a mutually beneficial working relationship to enhance COUNTY FIRE's emergency response to life/fire and other all-risk emergencies by increasing staffing at the Buellton Fire Station (Station 31).
- b. BUELLTON desires to support additional service from COUNTY FIRE and desires to enhance emergency service to the greater Buellton area for the benefit of the City and its residents and therefore have offered to pay for one-third of one additional COUNTY FIRE firefighter/paramedic post position, at Fire Station 31. (The post position is a newly-created additional firefighter/paramedic position which will increase the staffing at Fire Station 31 from three to four persons. One-third (1/3) of the cost of this post position will be provided by the generosity and support of Buellton). Since COUNTY FIRE staffs with three platoons, a firefighter/paramedic post position is filled with three firefighter/paramedics, plus an additional .6 position to cover constant staffing requirement. (Constant staffing assures a person is on duty regardless of vacations, illness, holidays etc.)
- c. The fiscal year 2005-06 annual cost for the additional COUNTY FIRE firefighter/paramedic post position is \$406,047. This amount is derived by taking the salary model for COUNTY FIRE's adopted budget for fiscal year 2005-06 and adding the premium for workers' compensation, unemployment insurance and life/long-term disability. Non-labor costs and departmental overhead charges are excluded. The actual cost may vary depending upon the actual salary of the firefighter/paramedic filling the position.

- d. COUNTY FIRE recognizes the goodwill of BUELLTON and appreciates this agreement and the relationship between the parties which will increase public safety, and the safety of the firefighters who serve the community.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed by the parties as follows:

1. For fiscal year 2005-06 Buellton shall pay COUNTY FIRE an amount equal to one third of COUNTY FIRE'S cost one additional fire fighter/paramedic post position, on a 24 hour a day, 365 days a year basis, at Station 31 in BUELLTON. For fiscal year 2005-06 Buellton's share equates to \$135,349. This amount shall be adjusted annually based on COUNTY FIRE'S budgeted salary and benefits costs of the post position. The funds provided by BUELLTON will be used exclusively for funding approximately one third of the cost of an additional fire fighter/paramedic post position at Station 31.
2. The cost of a COUNTY FIRE firefighter/paramedic post position will be reviewed annually by the parties when the COUNTY FIRE budget is adopted. The final cost, with supporting data, will be reported in writing to the BUELLTON City Manager or his designee.
3. COUNTY FIRE shall bill BUELLTON on a quarterly basis for the cost of one-third (1/3) of the additional Station 31 COUNTY FIRE firefighter/paramedic post position. BUELLTON shall pay the quarterly bill within 30 days of receipt.
4. On an annual basis, if requested by BUELLTON, COUNTY FIRE shall provide Standardized Emergency Management System (SEMS) training to supervisory staff and safety personnel in Buellton.
5. Subject to the provisions of paragraph 6, this Agreement shall remain in effect, commencing on August 1, 2005. Thereafter, unless terminated by either party, this Agreement shall automatically renew for an additional one-year term. The annual renewal will continue until terminated by either party.
6. Either party may terminate this Agreement by giving the other party six (6) month's advance written notice; provided, however, that in the event that BUELLTON or COUNTY FIRE experiences severe financial hardships resulting in cutbacks or layoffs, either party may terminate this Agreement by giving three month's advance notice. In

the event of termination of this Agreement neither party shall be entitled to any refund of money for any reason or any reconveyance or return of any property, real or personal, unless subject to a separate agreement or arrangement between the parties. In the event that BUELLTON is unable to continue with the provisions of this Agreement, COUNTY FIRE reserves the right to determine staffing levels at Fire Station 31.

7. Notice under this Agreement shall be sent to the following:

SANTA BARBARA COUNTY FIRE
County Fire Chief
4410 Cathedral Oaks Road
Santa Barbara, CA 93110-1042

CITY OF BUELLTON
Attn: Steve Thompson, City Manager
PO Box 1819
107 W. Hwy 246
Buellton, CA 93427

8. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other occurrence or event.
9. COUNTY FIRE is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of BUELLTON. COUNTY FIRE shall have no authority to bind BUELLTON in any matter or to incur any obligation, debt or liability of any kind on behalf of or against BUELLTON whether by contract or otherwise unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by BUELLTON.
10. The personnel performing services on behalf of COUNTY FIRE shall at all times be under COUNTY FIRE'S exclusive direction and control. Neither BUELLTON nor any elected or appointed boards, officers, officials, employees, or agents of BUELLTON shall have control over the conduct of COUNTY FIRE or any of COUNTY FIRE'S officers, employees or agents except as set forth in this Agreement. COUNTY FIRE shall not at any time or in any manner represent that COUNTY FIRE

or any of COUNTY FIRE'S officers, employees or agents are in any manner officials, officers, employees or agents of BUELLTON.

11. Neither COUNTY FIRE nor any of COUNTY FIRE'S officers, employees or agents shall obtain any rights to retirement, health care, or any other benefit which may otherwise accrue to BUELLTON'S employees. COUNTY FIRE expressly waives any claims COUNTY FIRE may have for such rights.

12. COUNTY FIRE shall keep itself informed of and comply with all applicable federal, state and local laws, statues, codes, ordinances, regulations, and rules that are in effect during the term of this Agreement. Neither BUELLTON, nor any elected or appointed boards, officers, officials, employees or agents of BUELLTON shall be liable at law or in equity as a result of any failure of COUNTY FIRE to comply with this section.

13. BUELLTON and its respective, elected, and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively "INDEMNITEES") shall have no liability to COUNTY FIRE or any other person for and COUNTY FIRE shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of actions, proceedings, suits, damages, judgments, liens, levies, costs from expenses, including reasonable attorney's fees and disbursements, which INDEMNITEES may suffer, incur, or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of COUNTY FIRE'S negligent performance of or failure to perform any service under this Agreement.

14. The person or persons executing this Agreement on behalf of COUNTY FIRE and BUELLTON represent and warrant that he/she/they has/have the authority to so execute this Agreement and to bind that party to the performance of its obligations hereunder.

Agreement between COUNTY FIRE and BUELLTON

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on August 1, 2005.

COUNTY OF SANTA BARBARA

CITY OF BUELLTON
STEVE THOMPSON
CITY MANAGER

By _____ Dated _____
CHAIR, BOARD OF SUPERVISORS

By _____ Dated _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

FIRE CHIEF
JOHN M. SCHERREI

By _____ Dated _____

Deputy Clerk

By _____ Dated: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By _____ Dated _____

By _____ Dated _____

APPROVED AS TO ACCOUNTING
FORM:
ROBERT W. GEIS, C. P.A.
AUDITOR-CONTROLLER

By _____ Dated _____
