



STAFF REPORT

CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: Gregory Wade, City Manager
MEETING DATE: July 12, 2023
ORIGINATING DEPT: Fire Department
SUBJECT: **City Council Consideration of Resolution 2023-095
Approving the Fifth Amendment to the Agreement for
Cooperative Fire Management Services by and between
the Cities of Del Mar, Encinitas, and Solana Beach.**

BACKGROUND:

In October 2009, the City of Solana Beach entered into a Cooperative Fire Management Services Agreement (Cooperative Agreement) with the Cities of Encinitas and Del Mar and the Rancho Santa Fe Fire Protection District (FPD) for the purposes of sharing fire department management functions. The Cooperative Agreement outlines the services provided by the parties, compensation, and payment terms.

The Cooperative Agreement, which became effective on October 15, 2009, promotes cost-effectiveness and efficiency across several local government agencies. Some of the benefits include cost savings due to the equitable cost sharing of management services, improved public safety with enhanced supervisory effectiveness, better communication with shift personnel and improved chief officer response times, better firefighter training with improved coordination among instructors and the merging of training programs, and an opportunity to secure a greater number of Federal, State, and non-profit grants because of the expertise and experience that management staff offers.

The Cooperative Agreement has been amended four times to reflect changes in the organizational structure, removal of Rancho Santa Fe FPD, addition of an Administrative Battalion Chief position and modifications to the cost allocation formula where needed.

This item is before City Council to consider adopting Resolution 2023-095 (Attachment 1) approving the Fifth Amendment to the Agreement for Cooperative Fire Management Services (Cooperative Agreement) by and between the City of Del Mar, City of Encinitas, and City of Solana Beach (Attachment 2).

COUNCIL ACTION:

DISCUSSION:

The addition of the Administrative Battalion Chief was added to the Fire Department management structure in 2017 to oversee training, safety, and emergency preparedness activities for the three (3) agencies. Responsibilities of the Administrative Battalion Chief include coordinating all fire department suppression and emergency medical training, assisting with North Zone development and coordination of multi-jurisdictional training, scheduling and coordinating County wildland fire suppression training, developing and overseeing new hire testing, coordinating new hire fire academies, as well as coordinating and conducting all probationary testing. The Administrative Battalion Chief also coordinates with Palomar College for credit tracking and reimbursement, as well as with the California Firefighter Joint Apprenticeship Committee (CAL-JAC). In addition to the already sizable workload of the training responsibilities, the Administrative Battalion Chief has been tasked with tracking all employee certifications and qualifications, fire apparatus design, the department safety program, the health and wellness program, as well as oversight of the Community Emergency Response Team (CERT).

Firefighter and Emergency Medical Training requirements have created a heavy workload for the Administrative Battalion Chief. The addition of an Administrative Fire Captain position would provide administrative support to the Administrative Battalion Chief providing program-level span of control assistance. This new position would allow the Administrative Battalion Chief to delegate lower priority tasks and assignments to better focus efforts on developing training programs that are updated and aligned with the new California State Training Requirements, as well as create, implement, and monitor an annual training program. This recommendation is in line with the Management and Administrative Study done by Fitch & Associates in 2021. Attachments 2 and 3 to this Staff Report include the proposed Fifth Amendment to the Cooperative Agreement adding the Administrative Fire Captain position and a Redlined version of the Amendment, respectively.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The cost of fire management services is calculated using the total actual cost of salaries and benefits for the personnel providing the services, as specified in Section 6 of the Cooperative Agreement (Attachment 4). Each agency's cost continues to be apportioned to reflect the extent to which the parties to the Cooperative Agreement utilize fire management services, based on the formula in Section 6 of the Cooperative Agreement.

The addition of an Administrative Fire Captain to the Cooperative Agreement will result in an estimated annual cost increase of \$220,364, beginning in Fiscal Year 2023/24. This cost would be shared by all three (3) agencies. The proposed impact for Fiscal Year 2023/24 to each agency with the cost allocation for the Administrative Fire Captain as contained in Attachment 5 is as follows:

Impact of New Administrative Fire Captain

	<u>Current Cost</u>		<u>Proposed Cost</u>		<u>Net Impact</u>
Del Mar	\$ 240,926	12.151%	\$ 220,254	12.046%	\$ 26,545
Encinitas	\$1,400,338	66.989%	\$1,546,852	66.487%	\$146,514
Solana Beach	\$ 452,126	20.860%	\$ 499,431	21.467%	\$ 47,305

The proposed net increased cost to the City of Solana Beach is \$47,305 beginning in Fiscal Year 2023/24. Based upon the budget estimates for the FY 2022/23 Cooperative Agreement, we estimated the Cooperative Agreement Budget amount for FY2023/24 to be \$461,000, which was included in our recently adopted Budget. Following cost allocation adjustments to the Cooperative Agreement resulting from Encinitas' labor negotiations, the updated proposed cost for FY 2023/24, as noted above, is \$499,431. Staff has identified internal Fire Department budget adjustments to accommodate the additional Cooperative Agreement cost for this position.

WORK PLAN:

N/A

OPTIONS:

- Approve Staff recommendation.
- Approve Staff recommendation with alternative amendments / modifications.
- Deny Staff recommendation.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2023-095:

1. Approve the Fifth Amendment to the Agreement for Cooperative Fire Management Services by and between the City of Del Mar, City of Encinitas, and the City of Solana Beach.
2. Authorize the City Manager to execute the fifth amendment.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation.



Gregory Wade, City Manager

Attachments:

1. Resolution 2023-095
2. Fifth Amendment to the Cooperative Fire Management Agreement
3. Redlined Fourth Amendment to the Cooperative Fire Management Agreement
4. Fiscal Year 2023/24 Budget Estimate with Proposed Administrative Fire Captain
5. Agreement for Cooperative Fire Management Services (October 2009)

RESOLUTION 2023-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING THE FIFTH AMENDMENT TO THE AGREEMENT FOR COOPERATIVE FIRE MANAGEMENT SERVICES BY AND BETWEEN THE CITIES OF DEL MAR, ENCINITAS, AND THE SOLANA BEACH

WHEREAS, the City of Solana Beach, City of Encinitas, and City of Del Mar, (hereinafter collectively referred to as “PARTIES”), are public agencies organized and existing under and by virtue of the laws of the State of California; and,

WHEREAS, each party is charged with providing fire prevention and suppression activities, emergency medical services (“EMS”) and emergency/disaster management as provided for in California Health and Safety Code § 13862 and Government Code Chapter 7, within their respective boundaries; and,

WHEREAS, on October 15, 2009, the PARTIES entered into a Fire Department Cooperative Management Services Agreement (“Agreement”) for the purpose of sharing fire management functions; and,

WHEREAS, sharing the functions of organizational direction and control, supervision of operations, training, fire prevention, administrative and fiscal management, and disaster preparedness, under this Agreement, has provided effective leadership to multiple agencies, eliminated redundancy, duplication of effort and provided opportunities for current cost savings and an increased level of service for each party, while avoiding the full cost of providing for complete independent fire administration on their own; and

WHEREAS, the PARTIES agreed to the First, and Second Amendments to the Agreement allowing the City of Solana Beach to share the services and of its Battalion Fire Chief and receive additional management services from the City of Encinitas and revising the cost allocation to reflect a reduction in personnel costs; and

WHEREAS, the PARTIES agreed to the Third Amendment to the Agreement for cooperative management services that further provided a cost effective option for said functions between the PARTIES; and

WHEREAS, the PARTIES agreed to the Fourth Amendment to the Agreement to reclassify an Encinitas Deputy Fire Marshal position to a Senior Deputy Fire Marshal (SDFM) position to provide enhanced services to the respective PARTIES; and

WHEREAS, the PARTIES agreed to a modification of the current Agreement to include the additional position of Administrative Fire Captain; and

WHEREAS, the Fifth Amendment to the Agreement will provide enhanced cooperative management services that will further provide a cost effective option for said functions between the PARTIES.

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the foregoing recitations are true and correct.
2. That the City Council authorizes the City Manager to execute the Fifth Amendment to the Agreement for Cooperative Management Services with the cities of Del Mar and Encinitas in a form approved by the City Attorney.

PASSED AND ADOPTED this 12th day of July 2023, at a regular meeting of the City Council of the City of Solana Beach, California, by the following vote:

AYES: Councilmembers –

NOES: Councilmembers –

ABSENT: Councilmembers –

ABSTAIN: Councilmembers –

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk

FIFTH AMENDMENT TO
AGREEMENT FOR COOPERATIVE MANAGEMENT SERVICES

This Fifth Amendment to the Agreement ("Fifth Amendment") is entered into and effective the 1st day of July, 2023, ("Effective Date"), by and between the City of Del Mar, City of Encinitas, and City of Solana Beach (collectively the "Parties").

RECITALS

WHEREAS, on October 15, 2009, the cities of Del Mar, Encinitas, and Solana Beach and the Rancho Santa Fe Fire Protection District entered into that certain Agreement for Cooperative Management Services ("Agreement"); and

WHEREAS, effective July 1, 2013, the Rancho Santa Fe Protection District is no longer a party to the Agreement, and the Agreement was amended to reflect that the cities of Del Mar, Encinitas, and Solana Beach are the remaining parties to the Agreement; and

WHEREAS, Section 14 of the Agreement allows for the Agreement to be amended only by written consent of the Parties to the Agreement; and

WHEREAS, the Parties now wish to amend the Agreement to add an Administrative Fire Captain to the list of positions to be furnished by the Encinitas Fire Department.

NOW, THEREFORE, the Parties agree as follows:

1. Exhibit "A" (Description of Services) is hereby deleted and a new Exhibit "A" (Description of Services) adding an Administrative Fire Captain position is attached hereto as Attachment "1" is substituted in its place.
2. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
3. Except as specifically provided herein, all terms shall have the same meaning as defined in the Agreement.
4. Except as specifically amended herein, the Agreement and any prior amendments shall remain in full force and effect.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be effective as of the date first written above.

City of Del Mar
a municipal corporation

By: _____
Ashley Jones, City Manager

City of Encinitas
a municipal corporation

By: _____
Pamela Antil, City Manager

City of Solana Beach
a municipal corporation

By: _____
Gregory Wade, City Manager

ATTACHMENT 1

EXHIBIT A

Description of Services

The **Encinitas Fire Department** will furnish the management services that include the positions of Fire Chief (1), Administrative Fire Captain (1), Fire Marshal (1), Senior Deputy Fire Marshal (1), and Management Analyst (1), to the Cities of Del Mar and Solana Beach in order to manage all Fire Departments. All other Chief Officers may be furnished by any of the three cities.

If there is a change to the allocation of positions noted above, all three cities agree to re-evaluate the cost allocation structure.

If the Fire Chief determines that an employee of this management services agreement is being utilized excessively by one party of this agreement, then the Parties agree that all three City Managers shall meet to re-balance the workload or discuss other appropriate remedies.

Cooperatively, said management services shall include the following:

1. Management Services

- a. Under the direction and supervision of the City Managers of Del Mar, Encinitas, and Solana Beach, provide broad policy guidance, fire management expertise and leadership to Del Mar, Encinitas, and Solana Beach fire personnel.
- b. Confer with Del Mar, Encinitas, and Solana Beach Fire Department personnel when required to ascertain the needs and evaluate the efficiency of the services provided by all Departments to their respective citizens.
- c. As directed by the City Managers, respond to citizen complaints regarding personnel or services, requests for services, and inquiries.
- d. Provide support to major incidents.
- e. Promote a harmonious working relationship between fire prevention and suppression personnel of each respective agency while striving to uphold each Fire Department's Mission Statement.
- f. Coordinate assignment and maintenance programs of fire apparatus and equipment.
- g. Oversee maintenance program for fire stations and serve as point of contact for fire personnel for facility maintenance or procurement requests.

- h. Supervise and provide direction when needed for fire prevention, suppression, and EMS activities for the cities of Del Mar, Encinitas, and Solana Beach.
- i. Supervise personnel of the Del Mar, Encinitas, and Solana Beach Fire Departments. Supervise adherence to Del Mar, Encinitas, and Solana Beach Department policies and procedures (i.e. personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operations policies, memorandum of understanding, vacation, and sick leave policies).
- j. As directed by the City Managers, attend and represent the Del Mar, Encinitas, and Solana Beach Fire Departments and implement each City's policies and directives at various local and regional meetings [i.e. City Council (when required), City Manager staff meetings, County Fire Chiefs, North Zone, CSA-17, UDC].
- k. Supervise the purchasing of materials and equipment within the budgetary constraints of each Department.
- l. Direct the forecast of funds needed for staffing, equipment, materials and supplies.
- m. Monitor and approve expenditures and request budget adjustments.
- n. Provide overhead supervision for safety, command, and control functions on an as needed basis.
- o. Provide support personnel dependent upon nature and location of incident for Emergency Operation Center (EOC) activities, during activation.
- p. Assist in the maintenance of the Cities' emergency plans and coordinate training for each City's staff.
- q. Administer grant programs and submit applications for grants.
- r. Prepare and review budgets and facilitate cost recovery.

2. Duty Coverage

- a. Provide emergency incident command officer coverage.
- b. Perform a management role and assume command of field operations as well as direct assigned personnel at the scene of emergencies involving fire, all types of accidents, gas leaks, flooded structures, hazardous materials and life saving and rescue work.
- c. Make decisions on the utilization and practical application of agency resources to ensure proper emergency coverage is maintained.
- d. Effectuate policies, orders, rules and regulations. Enforce agency rules and regulations and recommend and takes disciplinary action when necessary.
- e. Assure agency health and safety guidelines are followed, and exercise discretion to ensure a safe working environment is maintained.
- f. Respond to incidents requiring a chief officer, when necessary.
- g. Daily supervision of personnel. Supervise adherence to agency policies and procedures (i.e., personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency

operations policies, memorandum of understanding, vacation, and sick leave policies, etc.).

- h. Conduct morning briefings with all shift personnel at the fire stations.
- i. Communicate daily activities with each Operations Chief and disseminate critical information.
- j. Meet with company officers in each station to explain new orders, answer questions, discuss policies and procedures, and ensure proper awareness of new standards.
- k. Receive and relay any pertinent information; deliver interdepartmental mail.
- l. Perform annual evaluations of company officers assigned to shift and ensure annual evaluations are complete for all members assigned to shift.
- m. Assist Company Officer with counseling and coaching of subordinates when there is a performance or personnel problem, if necessary.
- n. Participate in training activities and observe companies as they participate in training/drills.
- o. Act as initiating official for investigations and citizen's complaints; Analyze information obtained and handle as appropriate, or develop a report for further consideration.
- p. Maintain records and review RMS reports per developed program.
- q. Participate in captains' meetings when on duty.
- r. Participate in agency scheduled operations or staff meetings.
- s. Review FirstWatch response data at the end of every shift.
- t. Review Monthly Activity Reports.

3. Training Officer

- a. Under direction of the Fire Chief, coordinate the training program for the members of the Del Mar, Encinitas, and Solana Beach Fire Departments.
- b. Prepare and oversee said training program.
- c. Monitor required annual training attendance records.
- d. Ensure annual state and federal training mandates are met.
- e. Ensure that all firefighters are instructed in the same firefighter techniques (North Zone Operations and Training Manual).
- f. Provide training guidance and management to Del Mar, Encinitas, and Solana Beach fire personnel.
- g. Establish training standards and develop curriculum and lesson plans.
- h. Develop a master training schedule including multi-company drills on a regular basis.
- i. Training shall include the development of a training academy for new hires.

- j. Evaluate training effectiveness and periodically review training records for completeness.
- k. Represent the Del Mar, Encinitas, and Solana Beach Fire Departments at Zone and County training activities and meetings.
- l. Provide oversight of the Department(s) Community Emergency Response Team (CERT) program(s).
- m. Oversee firefighter recruitment, testing (including promotional) and hiring.

FOURTH FIFTH AMENDMENT TO

AGREEMENT FOR COOPERATIVE MANAGEMENT SERVICES

This Fifth Amendment to the Agreement ("Fifth -Amendment-") is entered into and effective the 1st the 1st day of July, 2019-2023, ("Effective Date"), by and between the City of Del Mar, City of Encinitas, and City of Solana Beach ~~regarding that certain AGREEMENT FOR COOPERATIVE MANAGEMENT SERVICES dated October 15, 2009 by and between CITY OF DEL MAR, CITY OF ENCINITAS, RANCHO SANTA FE FIRE PROTECTION DISTRICT and the CITY OF SOLANA BEACH~~ (collectively the "Parties") ("Agreement").

RECITALS

WHEREAS, on October 15, 2009, the cities of Del Mar, Encinitas, and Solana Beach and the Rancho Santa Fe Fire Protection District entered into that certain Agreement for Cooperative Management Services ("Agreement"); and

WHEREAS, effective July 1, 2013, the Rancho Santa Fe Protection District is no longer a party to the Agreement, and the Agreement was amended to reflect that the cities of Del Mar, Encinitas, and Solana Beach are the remaining parties to the Agreement; and

WHEREAS, Section 14 of the Agreement permits amendment of the Agreement by a writing signed by the Parties allows for the Agreement to be amended only by written consent of the Parties to the Agreement; and

WHEREAS, the Parties now wish to amend the Agreement to add an Administrative Fire Captain to the list of positions to be furnished by the Encinitas Fire Department.

~~**WHEREAS**, the Parties agree to amend the Agreement as more fully stated herein.~~

NOW, THEREFORE, the Parties agree as follows:

~~1.~~ Exhibit "A" (Description of Services) is hereby deleted and a new Exhibit "A" (Description of Services) adding an Administrative Fire Captain position is attached hereto as Attachment "1" is substituted in its place.

~~1.~~

~~2.~~ This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

2. _____

3. _____ Except as specifically provided herein, all terms shall have the same meaning as defined in the Agreement.

3. _____

4. Except as specifically amended herein, the Agreement and any prior amendments shall remain in full force and effect.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be effective as of the date first written above. Executed the first day and year appearing above at San Diego, California.

City of Del Mar
a mMunicipal cCorporation

By: _____

Ashley Jones, City Manager

Name: _____

Its: _____

City of Encinitas
a mMunicipal cCorporation

By: _____

Pamela Antil, City Manager

Name: _____

Its: _____

City of Solana Beach
a mMunicipal cCorporation

By: _____

Gregory Wade, City Manager

Name: _____

Its: _____

ATTACHMENT 1

EXHIBIT A

Description of Services

The **Encinitas Fire Department** will furnish the management services that include the positions of Fire Chief (1), Administrative Fire Captain (1), Fire Marshal (1), Senior Deputy Fire Marshal (1), and Management Analyst (1), to the Cities of Del Mar and Solana Beach in order to manage all Fire Departments. All other Chief Officers may be furnished by any of the three cities.

If there is a change to the allocation of positions noted above, all three cities agree to re-evaluate the cost allocation structure.

If the Fire Chief determines that an employee of this management services agreement is being utilized excessively by one party of this agreement, then the Parties agree that all three City Managers shall meet to re-balance the workload or discuss other appropriate remedies.

Cooperatively, said management services shall include the following:

1. Management Services

- a. Under the direction and supervision of the City Managers of Del Mar, Encinitas, and Solana Beach, provide broad policy guidance, fire management expertise and leadership to Del Mar, Encinitas, and Solana Beach fire personnel.
- b. Confer with Del Mar, Encinitas, and Solana Beach Fire Department personnel when required to ascertain the needs and evaluate the efficiency of the services provided by all Departments to their respective citizens.
- c. As directed by the City Managers, respond to citizen complaints regarding personnel or services, requests for services, and inquiries.
- d. Provide support to major incidents.
- e. Promote a harmonious working relationship between fire prevention and suppression personnel of each respective agency while striving to uphold each Fire Department's Mission Statement.
- f. Coordinate assignment and maintenance programs of fire apparatus and equipment.
- g. Oversee maintenance program for fire stations and serve as point of contact for fire personnel for facility maintenance or procurement requests.

- h. Supervise and provide direction when needed for fire prevention, suppression, and EMS activities for the ~~c~~ities of Del Mar, Encinitas, and Solana Beach.
- i. Supervise personnel of the Del Mar, Encinitas, and Solana Beach Fire Departments. Supervise adherence to Del Mar, Encinitas, and Solana Beach Department policies and procedures (i.e. personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operations policies, memorandum of understanding, vacation, and sick leave policies).
- j. As directed by the City Managers, attend and represent the Del Mar, Encinitas, and Solana Beach Fire Departments and implement each City's policies and directives at various local and regional meetings [i.e. City Council (when required), City Manager staff meetings, County Fire Chiefs, North Zone, CSA-17, UDC].
- k. Supervise the purchasing of materials and equipment within the budgetary constraints of each Department.
- l. Direct the forecast of funds needed for staffing, equipment, materials and supplies.
- m. Monitor and approve expenditures and request budget adjustments.
- n. Provide overhead supervision for safety, command, and control functions on an as needed basis.
- o. Provide support personnel dependent upon nature and location of incident for Emergency Operation Center (EOC) activities, during activation.
- p. Assist in the maintenance of the Cities' emergency plans and coordinate training for each City's staff.
- q. Administer grant programs and submit applications for grants.
- r. Prepare and review budgets and facilitate cost recovery.

2. Duty Coverage

- a. Provide emergency incident command officer coverage.
- b. Perform a management role and assume command of field operations as well as direct assigned personnel at the scene of emergencies involving fire, all types of accidents, gas leaks, flooded structures, hazardous materials and life saving and rescue work.
- c. Make decisions on the utilization and practical application of agency resources to ensure proper emergency coverage is maintained.
- d. Effectuate policies, orders, rules and regulations. Enforce agency rules and regulations and recommend and takes disciplinary action when necessary.
- e. Assure agency health and safety guidelines are followed, and exercise discretion to ensure a safe working environment is maintained.
- f. Respond to incidents requiring a chief officer, when necessary.
- g. Daily supervision of personnel. Supervise adherence to agency policies and procedures (i.e., personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency

operations policies, memorandum of understanding, vacation, and sick leave policies, etc.).

- h. Conduct morning briefings with all shift personnel at the fire stations.
- i. Communicate daily activities with each Operations Chief and disseminate critical information.
- j. Meet with company officers in each station to explain new orders, answer questions, discuss policies and procedures, and ensure proper awareness of new standards.
- k. Receive and relay any pertinent information; deliver interdepartmental mail.
- l. Perform annual evaluations of company officers assigned to shift and ensure annual evaluations are complete for all members assigned to shift.
- m. Assist Company Officer with counseling and coaching of subordinates when there is a performance or personnel problem, if necessary.
- n. Participate in training activities and observe companies as they participate in training/drills.
- o. Act as initiating official for investigations and citizen's complaints; Analyze information obtained and handle as appropriate, or develop a report for further consideration.
- p. Maintain records and review RMS reports per developed program.
- q. Participate in captains' meetings when on duty.
- r. Participate in agency scheduled operations or staff meetings.
- s. Review FirstWatch response data at the end of every shift.
- ~~t.~~ Review Monthly Activity Reports.

~~t.~~

3. Training Officer

- a. Under direction of the Fire Chief, coordinate the training program for the members of the Del Mar, Encinitas, and Solana Beach Fire Departments.
- b. Prepare and oversee said training program.
- c. Monitor required annual training attendance records.
- d. Ensure annual state and federal training mandates are met.
- e. Ensure that all firefighters are instructed in the same firefighter techniques (North Zone Operations and Training Manual).
- f. Provide training guidance and management to Del Mar, Encinitas, and Solana Beach fire personnel.
- g. Establish training standards and develop curriculum and lesson plans.
- h. Develop a master training schedule including multi-company drills on a regular basis.
- i. Training shall include the development of a training academy for new hires.

- j. Evaluate training effectiveness and periodically review training records for completeness.
- k. Represent the Del Mar, Encinitas, and Solana Beach Fire Departments at Zone and County training activities and meetings.
- l. Provide oversight of the Department(s) Community Emergency Response Team (CERT) program(s).
- m. Oversee firefighter recruitment, testing (including promotional) and hiring.

**THIRD AMENDMENT TO
AGREEMENT FOR COOPERATIVE MANAGEMENT SERVICES**

This Amendment ("**Amendment**") is entered into the 1st day of July, 2018 ("**Effective Date**") regarding that certain AGREEMENT FOR COOPERATIVE MANAGEMENT SERVICES dated October 15, 2009 by and between CITY OF DEL MAR, CITY OF ENCINITAS, RANCHO SANTA FE FIRE PROTECTION DISTRICT and the CITY OF SOLANA BEACH (collectively the "**Parties**") ("**Agreement**").

Recitals

WHEREAS, Section 14 of the Agreement permits amendment of the Agreement by a writing signed by the Parties;

WHEREAS, the Parties agree to amend the Agreement as more fully stated herein.

NOW, THEREFORE, the Parties agree as follows:

1. Section 6.0 (Compensation) in the original agreement is hereby deleted and a revised Section 6.0 (Compensation) provided below is substituted in its place.

6. **Compensation.** Those PARTIES receiving fire management services agree to pay for the services herein to be performed, during the term of this Agreement. The fees for fire management services shall be calculated using the total actual cost of salaries and benefits for personnel providing the services identified in Exhibit "A" during the term of this Agreement and apportioned to reflect the extent to which the PARTIES utilize fire management services, based on the following formula:

10% equally shared

20% by population (based on the most recent figures from the State of California Department of Finance)

20% by area served

20% by number of annual calls for service (based on the most recent figures from North County Dispatch Joint Powers Authority)

30% by number of fire suppression personnel

The apportionment will be calculated annually using the most recent statistics required for the above-mentioned formula.

The total payment to Parties to render the services described in Exhibit "A" shall be made in quarterly installments.

The compensation provided to the Parties for services herein shall increase each year by the actual increase in salary and benefits of the positions providing the personnel services to that particular party for that fiscal year.

An administrative fee agreeable to all parties will be assessed annually.

[Section 6.1 is still in effect without modification]

2. Pursuant to Section 7.2 of the Agreement, the Rancho Santa Fe Fire Protection District has terminated this Agreement without cause and is no longer party to this Agreement. Effective July 1, 2013, the Parties to the Agreement shall constitute and be defined as the City of Del Mar, City of Encinitas and City of Solana Beach.

3. Exhibit "A" (Description of Services) is hereby deleted and a new Exhibit "A" (Description of Services) attached hereto as Attachment "1" is substituted in its place.

4. Exhibit "B" (Annual Payments for Services) is hereby deleted. The annual payments for services are determined when the final personnel costs and administrative fees are known for the fiscal year and by the cost apportionment method described in Section 6. The City of Encinitas will distribute a final cost allocation to the Parties reflecting actual costs for providing personnel services for the fiscal year, when final costs are known.

5. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

6. Except as specifically provided herein, all terms shall have the same meaning as defined in the Agreement.

7. Except as specifically amended herein, the Agreement shall remain in full force and effect.

[Signatures on Next Page]

Executed the first day and year appearing above at San Diego, California.

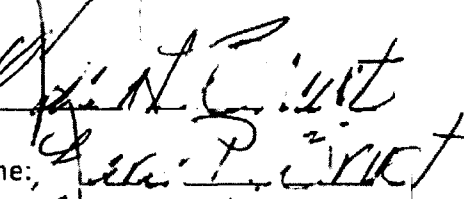
City of Del Mar
a Municipal Corporation

By: 

Name: Scott W Huth

Its: City Manager

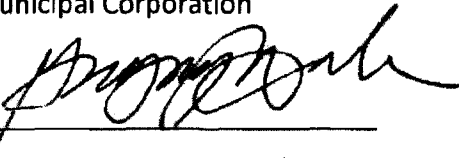
City of Encinitas
a Municipal Corporation

By: 

Name: Peter P. Poirier

Its: City Manager

City of Solana Beach
a Municipal Corporation

By: 

Name: GREGORY WADE

Its: CITY MANAGER

ATTACHMENT 1

EXHIBIT A

Description of Services

The **Encinitas Fire Department** will furnish the management services that include the positions of Fire Chief (1), Fire Marshal (1), and Management Analyst (1), to the Cities of Del Mar and Solana Beach in order to manage all Fire Departments. All other Chief Officers may be furnished by any of the three cities.

If there is a change to the allocation of positions noted above, all three cities agree to re-evaluate the cost allocation structure.

If the Fire Chief determines that an employee of this management services agreement is being utilized excessively by one party of this agreement, then the Parties agree that all three City Managers shall meet to re-balance the workload or discuss other appropriate remedies.

Cooperatively, said management services shall include the following:

1. Management Services

- a. Under the direction and supervision of the City Managers of Del Mar, Encinitas, and Solana Beach, provide broad policy guidance, fire management expertise and leadership to Del Mar, Encinitas, and Solana Beach fire personnel.
- b. Confer with Del Mar, Encinitas, and Solana Beach Fire Department personnel when required to ascertain the needs and evaluate the efficiency of the services provided by all Departments to their respective citizens.
- c. As directed by the City Managers, respond to citizen complaints regarding personnel or services, requests for services, and inquiries.
- d. Provide support to major incidents.
- e. Promote a harmonious working relationship between fire prevention and suppression personnel of each respective agency while striving to uphold each Fire Department's Mission Statement.
- f. Coordinate assignment and maintenance programs of fire apparatus and equipment.
- g. Oversee maintenance program for fire stations and serve as point of contact for fire personnel for facility maintenance or procurement requests.
- h. Supervise and provide direction when needed for fire prevention, suppression, and EMS activities for the Cities of Del Mar, Encinitas, and Solana Beach.

- i. Supervise personnel of the Del Mar, Encinitas, and Solana Beach Fire Departments. Supervise adherence to Del Mar, Encinitas, and Solana Beach Department policies and procedures (i.e. personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operations policies, memorandum of understanding, vacation, and sick leave policies).
- j. As directed by the City Managers, attend and represent the Del Mar, Encinitas, and Solana Beach Fire Departments and implement each City's policies and directives at various local and regional meetings [i.e. City Council (when required), City Manager staff meetings, County Fire Chiefs, North Zone, CSA-17, UDC].
- k. Supervise the purchasing of materials and equipment within the budgetary constraints of each Department.
- l. Direct the forecast of funds needed for staffing, equipment, materials and supplies.
- m. Monitor and approve expenditures and request budget adjustments.
- n. Provide overhead supervision for safety, command, and control functions on an as needed basis.
- o. Provide support personnel dependent upon nature and location of incident for Emergency Operation Center (EOC) activities, during activation.
- p. Assist in the maintenance of the Cities' emergency plans and coordinate training for each City's staff.
- q. Administer grant programs and submit applications for grants.
- r. Prepare and review budgets and facilitate cost recovery.

2. Duty Coverage.

- a. Provide emergency incident command officer coverage.
- b. Perform a management role and assume command of field operations as well as direct assigned personnel at the scene of emergencies involving fire, all types of accidents, gas leaks, flooded structures, hazardous materials and life saving and rescue work.
- c. Make decisions on the utilization and practical application of agency resources to ensure proper emergency coverage is maintained.
- d. Effectuate policies, orders, rules and regulations. Enforce agency rules and regulations and recommend and takes disciplinary action when necessary.
- e. Assure agency health and safety guidelines are followed, and exercise discretion to ensure a safe working environment is maintained.
- f. Respond to incidents requiring a chief officer, when necessary.
- g. Daily supervision of personnel. Supervise adherence to agency policies and procedures (i.e., personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operations policies, memorandum of understanding, vacation, and sick leave policies, etc.).

- h. Conduct morning briefings with all shift personnel at the fire stations.
- i. Communicate daily activities with each Operations Chief and disseminate critical information.
- j. Meet with company officers in each station to explain new orders, answer questions, discuss policies and procedures, and ensure proper awareness of new standards.
- k. Receive and relay any pertinent information; deliver interdepartmental mail.
- l. Perform annual evaluations of company officers assigned to shift and ensure annual evaluations are complete for all members assigned to shift.
- m. Assist Company Officer with counseling and coaching of subordinates when there is a performance or personnel problem, if necessary.
- n. Participate in training activities and observe companies as they participate in training/drills.
- o. Act as initiating official for investigations and citizen's complaints; Analyze information obtained and handle as appropriate, or develop a report for further consideration.
- p. Maintain records and review RMS reports per developed program.
- q. Participate in captains' meetings when on duty.
- r. Participate in agency scheduled operations or staff meetings.
- s. Review FirstWatch response data at the end of every shift.
- t. Review Monthly Activity Reports.

3. Training Officer

- a. Under direction of the Fire Chief, coordinate the training program for the members of the Del Mar, Encinitas, and Solana Beach Fire Departments.
- b. Prepare and oversee said training program.
- c. Monitor required annual training attendance records.
- d. Ensure annual state and federal training mandates are met.
- e. Ensure that all firefighters are instructed in the same firefighter techniques (North Zone Operations and Training Manual).
- f. Provide training guidance and management to Del Mar, Encinitas, and Solana Beach fire personnel.
- g. Establish training standards and develop curriculum and lesson plans.
- h. Develop a master training schedule including multi-company drills on a regular basis.
- i. Training shall include the development of a training academy for new hires.
- j. Evaluate training effectiveness and periodically review training records for completeness.

- k. Represent the Del Mar, Encinitas, and Solana Beach Fire Departments at Zone and County training activities and meetings.
- l. Provide oversight of the Department(s) Community Emergency Response Team (CERT) program(s).
- m. Oversee firefighter recruitment, testing (including promotional) and hiring.

FY 23-24 Budget Estimate

	DMR	SOL	ENC	Total (Salary & Benefits)
ENC DIRECTOR PS/ FIRE CHIEF--GORDON	\$ 41,504	\$ 73,963	\$ 229,081	\$ 344,549
ENC BATTALION CHIEF--WILLIAMS	\$ 29,555	\$ 52,669	\$ 163,128	\$ 245,352
ENC BATTALION CHIEF--POFF	\$ 29,555	\$ 52,669	\$ 163,128	\$ 245,352
ENC BATTALION CHIEF--CINCOTTA	\$ 27,320	\$ 48,686	\$ 150,792	\$ 226,798
ENC ADMIN FIRE CAPTAIN - VACANT	\$ 26,545	\$ 47,305	\$ 146,514	\$ 220,364
ENC FIRE MARSHAL--SCHMIDT	\$ 25,699	\$ 45,797	\$ 141,844	\$ 213,340
ENC SR. DEPUTY FIRE MARSHAL--VACANT (unfilled)	\$ -	\$ -	\$ -	\$ -
ENC FIRE ADMIN MANAGER (DP, GRANTS)--JIMENEZ	\$ 21,947	\$ 39,112	\$ 121,138	\$ 182,197
ENC ADMIN BATTALION CHIEF (TRAINING)--SPAULDING	\$ 30,652	\$ 54,623	\$ 169,180	\$ 254,455
ENC DEPUTY FIRE CHIEF (SUPPORT SERVICES)--SANCHEZ	\$ 37,010	\$ 65,955	\$ 204,276	\$ 307,241
TOTAL - Salary & Benefits	\$ 269,788	\$ 480,779	\$ 1,489,081	\$ 2,239,648
ENC BATTALION CHIEF - WILLIAMS - OVERTIME (20 SHIFTS)	\$ 3,489	\$ 6,217	\$ 19,257	\$ 28,963
ENC BATTALION CHIEF - POFF - OVERTIME (20 SHIFTS)	\$ 3,489	\$ 6,217	\$ 19,257	\$ 28,963
ENC BATTALION CHIEF - CINCOTTA- OVERTIME (20 SHIFTS)	\$ 3,489	\$ 6,217	\$ 19,257	\$ 28,963
TOTAL - Salary & Benefits & Overtime	\$ 280,254	\$ 499,431	\$ 1,546,851	\$ 2,326,538

ESTIMATE SALARY & BENEFITS ONLY	Total			
ENC COST RECOVERY	\$ 269,788	\$ 480,779	N/A	\$ 750,567
SOL COST RECOVERY	\$ -	N/A	\$ -	\$ -

ESTIMATE OVERTIME	Total			
ENC COST RECOVERY	\$ 10,467	\$ 18,652	\$ -	\$ 29,119
SOL COST RECOVERY	\$ -	\$ -	\$ -	\$ -

TOTA ESTIMATE	Total			
ENC COST RECOVERY	\$ 280,254	\$ 499,431	N/A	\$ 779,686
SOL COST RECOVERY	\$ -	N/A	\$ -	\$ -

Cost Allocation	DMR	SOL	ENC
	12.046%	21.467%	66.487%