

RESOLUTION NO. 2023- ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN BRUNO APPROVING AN AGREEMENT FOR A JOINT TRAINING PROGRAM BETWEEN THE CENTRAL COUNTY FIRE DEPARTMENT AND CITY OF SAN BRUNO

WHEREAS, Central County Fire Department is a Joint Powers Authority comprised of the Cities of Millbrae, Burlingame, and Hillsborough; and

WHEREAS, the Cities of Belmont, Foster City, Millbrae, San Bruno, San Mateo, and the Central County Fire Department, for a number of years, operated a Joint Operational and Emergency Medical Services (EMS) training program (the "Program"); and

WHEREAS, the Belmont Fire Protection District ("District"), the City of Foster City, and City of San Mateo entered into a Joint Powers Authority Agreement creating the San Mateo Consolidated Fire Department to provide fire and emergency services within their jurisdictions and have now determined that they wish to withdraw from the Program; and

WHEREAS, the City of San Bruno and Central County Fire Department wish to enter into that certain agreement entitled "Agreement for Joint Training Program between the Central County Fire Department and the City of San Bruno," attached hereto as Exhibit A (the "Agreement"), to reflect the structure of the Program, which has changed over the years, and to clearly delineate each agency's responsibilities for the Program.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the Agreement and authorizes the City Manager to execute the Agreement and take any other such actions as deemed necessary to effectuate the purposes of this Resolution.

Dated: April 11, 2023

ATTEST:

Lupita Huerta, City Clerk

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I, Lupita Huerta, City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 28th day of February 2023 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers _____

ABSENT: Councilmembers: _____

EXHIBIT A

AGREEMENT FOR JOINT TRAINING PROGRAM BETWEEN THE CENTRAL COUNTY FIRE DEPARTMENT AND CITY OF SAN BRUNO

This Agreement for Joint Training Program (the "Agreement") is entered into as of July 1, 2022 by and between the City of San Bruno, a municipal corporation ("San Bruno"), and Central County Fire, a Joint Powers Authority ("Central County Fire"), collectively "Participating Agencies."

RECITALS

WHEREAS, the Cities of Belmont, Foster City, Millbrae, San Bruno, San Mateo, and Central County Fire Department, for a number of years operated a Joint Operational and Emergency Medical Services (EMS) training program (the "Program"); and

WHEREAS, Central County Fire began providing fire and emergency medical services to the City of Millbrae pursuant to a contract entered into on December 29, 2014; and

WHEREAS, the Belmont Fire Protection District ("District"), the City of Foster City, and City of San Mateo entered into a Joint Powers Authority Agreement creating the San Mateo Consolidated Fire Department to provide fire and emergency services within their jurisdictions and have now determined that they wish to withdraw from the Program and;

WHEREAS, the Participating Agencies wish to enter into the Agreement to reflect the structure of the Program which has changed over the years, and to clearly delineate each Participating Agency's responsibilities for the Program; and

Based upon these Recitals, the Participating Agencies agree as follows:

AGREEMENT

1. **Term of Agreement:** The term of this Agreement shall commence on July 1, 2022 and continue until terminated pursuant to Section 13, **Termination or Withdrawal**. The Participating Agencies agree that during its term, the Agreement shall be reviewed annually and amended if the Participating Agencies agree that amendments to its terms are required.

2. **Services Provided:** The Participating Agencies shall establish a Training Division pursuant to paragraph 4 of this Agreement to provide the Program services, which include annual mandated training for firesuppression, EMS and other all-risk disciplines, as outlined by OSHA, NFPA, ISO, state and local regulatory bodies, and related training for personnel employed by the Participating Agencies. The Program will ensure that any and all continuing education requirements are offered to Participating Agencies' personnel to ensure certification and licensure maintenance and documentation of records via Vector Solutions or other approved recording systems. The Program shall provide EMS oversight, as required by

CCR Title 22, controlled substance accountability, resupply, mandatory controlled substance audits, designated infection control officer (DICO) and EMS JPA Supervisor, as required by the SMC Co EMSA JPA Contract.

3. Invoices and Payment: Central County Fire will invoice the City of San Bruno on a quarterly basis commencing on October 1, 2022, for Program Costs, beginning on July 1, 2022, pursuant to the payment calculations set forth in Sections 9 and 10 of this Agreement. San Bruno shall, within forty-five (45) days from the date of the invoice, pay to Central County Fire, the amount reflected in the invoice received.

4. Training Division Personnel: Staff for the Training Division shall be appointed to the following positions by the Fire Chiefs of the Participating Agencies.

a. Training Division Battalion Chief employed by Central County Fire. The Training Division Battalion Chief will provide oversight for the Training Division.

b. EMS Manager employed by Central County Fire. The EMS Manager may act as the EMS JPA Supervisor and provide EMS Training, and act as the DICO. The EMS Manager will be responsible for all EMS training for personnel of the Participating Agencies.

c. Two Training Captains: one employed by Central County Fire and one employed by the City of San Bruno. The Captains will deliver operations training, probationary testing, development of SOP's and SOG's along with assisting the EMS Manager as needed.

d. One Administrative Assistant employed by Central County Fire. The Administrative Assistant will be responsible for all clerical work including documentation and scheduling.

e. The Fire Chief of each Participating Agencies shall appoint a temporary replacement for their Training Division Personnel who leave the Training Division. Temporary replacements would serve until a new individual is identified by a testing process established for the Program.

5. Employment of Training Division Personnel: Personnel assigned to the Training Division shall remain as employees of their respective agencies which shall be solely responsible for payment of all salary, benefits and insurance for their personnel assigned to the Training Division, who shall be considered solely employees of their agencies, for all supervisory, disciplinary and other employment related purposes. The assigned personnel shall not be entitled to any benefits or other employment rights with any other Participating Agency with regards to services provided under this Agreement.

6. Overtime Reimbursement: The Training Division Battalion Chief shall approve

overtime for CCFD personnel assigned to the Training Division. The Fire Chief for San Bruno or his designee shall approve overtime for the San Bruno Training Captain. Personnel may work overtime for their host agency as provided in existing MOU's and/or rules and regulations.

7. Vehicles: Each Participating Agency shall provide vehicles, as it deems necessary for its personnel assigned to the Training Division.

8. Safety Equipment: Each participating agency shall provide all the appropriate safety gear to personnel assigned to the Training Division. Repair and replacement of this safety equipment shall fall onto the respective employee's Agency.

9. Program Costs:

a. Program costs consist of 100% of the total compensation of the EMS Manager and Administrative Assistant and Program operations costs which include training supplies, equipment, records documentation, specialized instructors, and other items directly related to providing the Program ("Program Costs").

b. Program Costs will be reviewed each year. On or before February 1st each year, the Training Division Battalion Chief shall provide the Participating Agencies with the annual Program Costs which will be effective on July 1st each year. The annual Program Costs will reflect changes in total compensation of Training Division Personnel and projected operations costs for the fiscal year commencing on July 1 and ending on the following June 30.

10. Allocation of Program Costs: The Program Costs shall be allocated to each Participating Agency as follows:

a. Training Division Battalion Chief-Employee of Central County Fire -no Program related costs are anticipated but Participating Agencies agree to review and determine at the end of the first year of this Agreement whether cost impacts have occurred and, if so, to amend this Agreement to provide for payment of those agreed upon costs.

b. EMS Manager-Employee of Central County Fire -position funded 30% by San Bruno and 70% by Central County Fire.

c. Two Captains- Respectively employed by the City of San Bruno and Central County Fire - -no Program related cost.

d. Administrative Assistant-Employee of Central County Fire-position funded 30% by San Bruno and 70% by Central County Fire.

e. All other Program Costs-funded 30% by the City of San Bruno and 70% by Central County Fire.

f. Training Facility at Station 37-No Program related costs.

11. Disability Leave or any Long-Term Leave: If Training Division Personnel are on long term paid leave, the Fire Chiefs of the Participating Agencies shall meet and confer regarding how to staff the position during the term of the leave.

12. Employee Performance: The Fire Chiefs of the Participating Agencies shall have the right to remove an individual from his or her position in the Training Division if he or she is performing at a substandard level. Every attempt should be made to correct the substandard behavior prior to removal from the program.

13. Employee Evaluations: Employee evaluations shall fall onto their respective agency's direct supervisor. This evaluation may be shared with the participating Fire Chiefs, at their request.

14. Training Division Term Commitment (out clause): Training Division Personnel may elect to return to a position in their respective agency after a term of two (2) years. This term can be modified with a mutual agreement between the employee and the Participating employee's Fire Chief. Training Division Personnel may formally request a reassignment under any of the following conditions:

a. There is an opening for the position held prior to the assignment in the Training Division.

b. The employee is retiring or resigning from employment with his or her Participating Agency.

c. The employee can no longer perform the duties of the training division due to injury that requires specific job accommodations.

d. The request for reassignment shall be made when the opening occurs.

e. The request shall be in writing to the Fire Chief of the respective Department.

f. The employee has applied for and been selected for promotion.

g. The MOU of each respective agency will take precedence.

15. Termination or Withdrawal: At any time with or without cause, a Participating Agency may terminate its participation in this Agreement and withdraw

from the Program by giving at least 180 days prior written notice to the other Participating Agency. The Participating Agency that withdraws shall be liable for its share of Program Costs to the end of the current fiscal year.

16. Responsibility: No Participating Agency shall be responsible for acts or omissions of another Participating Agency's officers or employees and shall not incur any liability arising out of the services of any other Participating Agency's officers or employees.

17. Indemnity: Except for those claims arising out of willful misconduct, each Participating Agency agrees to hold harmless and indemnify the other parties, their elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of each Participating Agency's performance of this Agreement, and each Participating Agency agrees to defend the other parties, their elected and appointed officials, employees, and agents against any such claims.

18. Insurance: Each Participating Agency shall provide and maintain:

a. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

b. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

c. Workers Compensation in at least the minimum statutory limits.

d. General Provisions for all insurance. All insurance shall:

1. Include the other parties, their elected and appointed officials, employees, and agents as additional insured with respect to this Agreement and the performance of services in this Agreement. The coverage shall contain no special limitations on the scope of its protection to the above-designated insured.

2. Be primary with respect to any insurance or self-insurance programs of the other parties, their elected and appointed officials, employees, and agents.

3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance.

4. No changes in insurance may be made without the written approval of each Agency's counsel.

19. Not a Joint Venture or Joint Powers Authority: The Participating Agencies intend by this Agreement to establish only a cost sharing arrangement of the Participating Agencies with regard to the training program and do not intend to create a joint powers agency, partnership, joint venture or joint enterprise of any kind.

20. No Third-Party Beneficiary: This Agreement is only for the benefit of the Participating Agencies and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

21. Notices: All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below:

To Central County: Fire Chief
 Central County Fire Department
 1399 Rollins Road
 Burlingame, CA 94010

To San Bruno: Fire Chief
 San Bruno Fire Department
 567 El Camino Real
 San Bruno, CA 94066

22. Waiver: No failure on the part of any Participating Agency to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Agency may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

23. Non-Discrimination: Each Participating Agency warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. No Participating Agency nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

24. Mediation Prior to Litigation: Should any dispute arise out of this Agreement, either Participating Agency may request that it be submitted to mediation. The parties shall meet in mediation within 60 days of a request. The mediator shall be

agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. No party shall be deemed the prevailing party. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement.

25. Governing Laws and Venue: This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

26. Authority to Enter Agreement: Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective party to abide by the terms and conditions of this Agreement.

27. Entire Agreement: This Agreement constitutes the complete and exclusive statement of the Agreement between the Participating Agencies. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each Participating Agency to be bound, shall be binding on any of the Participating Agencies.

IN WITNESS WHEREOF, the Participating Agencies have executed this Agreement as the date indicated on page 1 (1).