

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

237



FROM: FIRE

SUBMITTAL DATE:
February 16, 2010

SUBJECT: Approval of the Cooperative Agreement to share the cost of a Ladder Truck

RECOMMENDED MOTION: Move that the Board approve and authorize the Chairman to sign the attached Cooperative Agreement between the City of Indio, the City of La Quinta, the City of Coachella, and the County of Riverside to share the cost of a Ladder Truck Company.

BACKGROUND: The Cities listed above desire to renew the Cooperative Agreement for cost sharing of a Ladder Truck which was first entered into on January 18, 2006, which has been and will continue to be of mutual benefit for all Parties. As such, the agencies are in continued agreement as to the level of service and responsibility of each party to be provided beginning Fiscal Year 09/10. The term of this agreement is for FY beginning July 1, 2009 through FY ending on June 30, 2011.

John R. Hawkins, Riverside County Fire Chief

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,192,552.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$298,138.00	Budget Adjustment:	No
	Annual Net County Cost:	\$298,138.00	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: Contract Revenue from the City of Indio, the City of La Quinta, the City of Coachella, and the County of Riverside.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: _____
Robert Tremaine

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 2-27-10
SYNTHIA M. GUNZEL
Deputy County Counsel

Consent Policy
 Consent Policy

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.20 05/13/03 District: 3 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.40

COOPERATIVE AGREEMENT BETWEEN THE CITY OF INDIO, THE CITY OF LA QUINTA, THE CITY OF COACHELLA, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A LADDER TRUCK COMPANY

THIS AGREEMENT, was made and entered into this 16th day of December, 2009, by and between the County of Riverside, a political subdivision of the State of California, ("COUNTY"), on the one hand, and the Cities of Indio, La Quinta, Coachella, each a California municipal corporation (each a "CITY," in the aggregate as "CITIES") on the other hand. COUNTY and CITIES are hereinafter collectively referenced as the "Parties," and sometimes alternatively referenced as a "Party."

SECTION I: PURPOSE

A. The COUNTY, in its capacity as a party to COUNTY's Cooperative Fire Programs Fire Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection, has contracted with each of the CITIES individually for the provision of Fire Protection, Fire Prevention, Rescue, and Medical Services *via* a separate cooperative agreement.

B. The CITIES and COUNTY desire to enter into a cost sharing agreement for a ladder truck which will be of mutual benefit for all Parties.

C. The CITIES and COUNTY believe the ladder truck staffing cost should be equitably distributed to the participating agencies.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The ladder truck shall be dispatched, when available, to any residential and commercial structure fire within the jurisdictions of the CITIES and COUNTY. The ladder truck shall also be utilized by staff for fire suppression, aerial master stream and technical rescue, salvage, overhaul, ventilation, public displays, training, and emergencies. The truck shall be located at a station that will allow a response time of fifteen (15) minutes, or less, to each of the CITIES.

SECTION III: COST SHARE, STAFFING, MAINTENANCE/REPAIR

The Parties agree that each CITY's share of the cost of the ladder truck shall be billed by the COUNTY as a line item concurrent with the normal quarterly billing pursuant to that CITY's cooperative agreement with COUNTY. On or about the first day of each fiscal year, each CITY will receive an estimated annual ladder truck staffing cost

based upon the top step salaries of the personnel assigned to the ladder truck. The shared staffing costs for the ladder truck shall consist of the salaries of 2.3 Fire Captains, 2.3 Fire Apparatus Engineers, and 4.4 Firefighters. A maintenance/repair budget of twenty thousand dollars (\$20,000.00) will also be shared. Actual ladder truck staffing and maintenance/repair costs shall be shared as follows: (i) City of Indio, fifty percent (50%), (ii) County of Riverside, twenty-five percent (25%), (iii) City of La Quinta, twelve and one half percent (12.5%) and (iv) City of Coachella, twelve and one half percent (12.5%). Exhibit "A-1" attached hereto and incorporated by this reference herein reflects data as to the Parties' anticipated cost sharing for Fiscal Year 2009-2010.

SECTION IV: TERM

This agreement shall be in effect as of the day and year hereinabove first written and shall be in effect through and including June 30, 2011. Thereafter it will continue until terminated by any Party by giving one (1) year notice, in writing, to the other Parties. Any Party wishing to withdraw shall provide written notice of withdrawal to all other Parties prior to June 30th of the preceding fiscal year.

SECTION V: INDEMNIFICATION AND HOLD HARMLESS

Each of the Parties ("Indemnitor") shall indemnify and hold the other Parties, together with said other Parties' respective officers, agents, employees and independent contractors ("Indemnitees") free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of Indemnitor or Indemnitor's officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on any Indemnitee by the provisions of California Government Code Section 895.2 or other applicable law, and Indemnitor shall defend at its expense, including attorney fees, Indemnitees in any legal action or claim of any kind based upon such alleged acts or omissions.

SECTION VI. OWNERSHIP

The City of Indio owns the ladder truck and maintains the insurance on said ladder truck.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as 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 INDIO
City Manager
100 Civic Center Mall
Indio, CA 92201

CITY OF LA QUINTA
City Manager
P.O. Box 1504
La Quinta, CA 92253

CITY OF COACHELLA
City Manager
1515 6th Street
Coachella, CA 92236

Any notice required to be given hereunder 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 Agreement, 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 this Agreement, which is formally approved and executed by both Parties.

B. JURISDICTION, VENUE, ATTORNEY'S FEES

This Agreement 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 Agreement 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 any Party to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any Party from enforcement hereof.

D. SEVERABILITY

If any provision in this Agreement 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 Agreement on behalf of the County of Riverside.

2. Each CITY's City Manager shall administer this Agreement on behalf of that City.

F. ENTIRE AGREEMENT

This Agreement 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.

[SIGNATURE PROVISIONS ON NEXT 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.

Dated: 12/22/09

CITY OF INDIO

By: G. Southard
Glenn Southard, City Manager

ATTEST:

By: Cynthia Hernandez
Cynthia Hernandez, CMC
City Clerk

APPROVED AS TO FORM:

By: E. Kotkin
Edward Kotkin, City Attorney

(SEAL)

Dated: 2/3/2010

CITY OF LA QUINTA

By: Tom Genovese
Tom Genovese, City Manager

ATTEST:

By: Veronica Montecino
Veronica Montecino, City Clerk

APPROVED AS TO FORM:

By: M. [Signature]

(SEAL)

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

COOPERATIVE AGREEMENT TO SHARE THE COST OF A LADDER TRUCK COMPANY

CITY OF INDIO, LA QUINTA, & COACHELLA

July 1, 2009 to June 30, 2011

Dated: _____

CITY OF COACHELLA

By: 
Eugene Rogers, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____

By: 
Carlos Campos, City Attorney

(SEAL)

Dated: _____


COUNTY OF RIVERSIDE

By: _____
Chairman
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
PAMELA J. WALLS,
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: 
SYNTHIA M. GUNZEL
Deputy County Counsel

By: _____
Deputy

(SEAL)

EXHIBIT "A-1"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE
 DESERT TRUCK SHARED WITH
 THE CITY OF INDIO, LA QUINTA, & COACHELLA
 DATED NOVEMBER 23, 2009 FOR FY 09/10

	CAPTAIN'S -----		ENGINEER'S -----		FF II'S -----		TOTALS -----	
TRUCK	360,379	2.3	308,519	2.3	503,654	4.4	1,172,552	9.0
TRUCK MAINTENANCE							20,000	
ESTIMATED BUDGET							<u>\$1,192,552</u>	

Total cost split 12.5% Coachella, 12.5 % LaQuinta, Indio 50%, and County 25%.

**ESTIMATED FURLOUGH SAVINGS BASED ON STAFFING LEVELS LISTED, AT TOP STEP BEFORE BENEFITS, FOR THREE (3) DAYS PER MONTH, FOR THE PERIOD OF JAN-APRIL 2010, FOUR (4) MONTHS:

\$18,776.11

156,686 CAPT
 134,139 ENG
 114,467 FF II