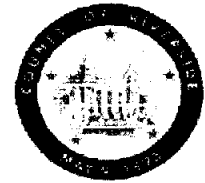


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



949

FROM: FIRE

SUBMITTAL DATE:

May 23, 2011

SUBJECT: Approval of the Cooperative Agreement to Provide Fire Protection, Rescue, and Medical Emergency Services and Public Service Assists for the Community of El Cerrito

RECOMMENDED MOTION: Move that the Board approve and authorize the Chairman to sign the attached Fire Protection Services Cooperative Agreement between the County and the City of Corona.

BACKGROUND: The County of Riverside desires to contract for Fire Protection Services with the City of Corona, and as such, the two agencies have reached an agreement as to the level of service to be provided to the County for Fiscal Year 11/12. The term of this agreement shall be effective as of the day and year hereinabove first written, and shall continue until terminated by either Party by giving one hundred twenty (120) days notice, in writing, to the other Party.


John R. Hawkins, County Fire Chief

FINANCIAL
DATA

Current F.Y. Total Cost: \$ 600,000
Current F.Y. Net County Cost: \$ 600,000
Annual Net County Cost: \$ 600,000

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 2011/2012

SOURCE OF FUNDS: Structural Fire Taxes, Contract Revenues, and General Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Robert Tremaine

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL

BY:  CYNTHIA M. GUNZEL

DATE: 6-2-11

Consent ☐ Policy ☒
Consent ☐ Policy ☒

Dept Recomm.:
Exec. Ofc.:

Prev. Agn. Ref.: None

District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.25

**A COOPERATIVE AGREEMENT BETWEEN THE CITY OF CORONA AND
THE COUNTY OF RIVERSIDE TO PROVIDE FIRE PROTECTION, RESCUE,
MEDICAL EMERGENCY SERVICES AND PUBLIC SERVICE ASSISTS.
(COMMUNITY OF EL CERRITO)**

1. PARTIES AND DATE.

THIS AGREEMENT made and entered into this _____ day of _____, 2011 by and between the County of Riverside (hereinafter referred to as "COUNTY") and the City of Corona (hereinafter referred to as "CITY"). The COUNTY and CITY may be individually referred to as "Party" and collectively as "Parties" throughout this AGREEMENT.

2. RECITALS.

2.1 THE purpose of the AGREEMENT is to arrange for the CITY to provide the COUNTY with fire protection, rescue, emergency medical services and public service assists.

2.2 The CITY and COUNTY maintain as part of their public and municipal services, organized and equipped Fire Departments charged with the duty of fire protection, rescue, emergency medical services, public service assists, and other emergency services within their respective jurisdictions.

2.3 The CITY and COUNTY believe it is to the mutual benefit of each Party that the services of the CITY be, in some circumstances, extended in the jurisdiction of the COUNTY.

2.4 The CITY has acknowledged its AGREEMENT to provide a single engine and/or truck company for emergency fire protection, rescue, emergency medical services and public service assists (hereinafter call "Fire Services") to the area covered by this AGREEMENT and to establish the specific details of the Fire Services and the operational policies and procedures which may be necessary to effectuate this AGREEMENT.

2.5 The Parties believe that entering into this AGREEMENT is necessary to enhance the level of services provided to the affected area and to establish the terms and conditions under which the CITY is to be reimbursed for its services under this AGREEMENT.

2.6 The Parties acknowledge and agree that the CITY'S responses to a request for assistance may be delayed or denied in the CITY'S sole and absolute discretion based upon an existing emergency damage to its equipment or staffing needs within its jurisdiction.

2.7 This AGREEMENT is entered into pursuant to the authority granted by California Government Code Section 55632.

3. TERMS.

3.1 Emergency Response. The CITY agrees to respond to all emergency Fire Services with its closest available engine and/or truck (ladder) companies if such incident occurs in that unincorporated area of the COUNTY shown in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Emergency Response Area").

3.2 Communications. Communications between dispatch centers will be conducted by the most expedient method reasonably available, including the Riverside County Public Safety Intercom; or commercial telephone. The requesting Party will be notified if the requested resources are not responding from the closest station to the incident. In those cases, the dispatch center sending the resources will provide estimated times of arrival for the resources responding. The Perris Emergency Command Center shall be the single ordering point for all incidents in the Emergency Response Area. Both Parties shall utilize radio frequencies assigned by CAL FIRE/Riverside County Fire Department for all Fire Services in the Emergency Response Area.

3.3 Mutual and Automatic Aid. The CITY and COUNTY agree to respond, when requested and available, to assist in the control of reported fires of all types and to respond to other emergency incidents provided that such response does not interfere with either CITY or COUNTY'S responsibility to respond to fires of all types and to other emergency incidents within their own jurisdictions. The CITY and COUNTY agree to provide, as automatic aid, the following resources:

3.3.1 City Aid. CITY shall provide an engine or truck (ladder) to the following unincorporated areas of the COUNTY: (A) the Sycamore Creek area, as shown in Exhibit "B" attached hereto and incorporated herein by reference; (B) the Home Gardens area, as shown in Exhibit "C" attached hereto and incorporated herein by reference; and (C) the Lake Hills area, as shown in Exhibit "D" attached hereto and incorporated herein by reference.

3.3.2 County Aid. COUNTY shall provide the closest available engine or truck (ladder) to the Emergency Response Area when the CITY provides Fire Services under this AGREEMENT.

3.4 Augmented Resources. The Parties may augment resources for incidents as they deem operationally necessary. All augmented resources will be considered mutual aid for the purpose of this AGREEMENT.

3.5 Limitations on Response. All of the CITY'S obligations under this AGREEMENT shall be expressly contingent upon its staffing and equipment availability,

as well as existing emergency conditions in the jurisdictional areas of the CITY and COUNTY, as determined by the CITY pursuant to its sole and absolute discretion. The CITY'S response within the Emergency Response Area shall not be allowed to interfere with its responsibility or ability to respond to emergencies or other incidents within its own jurisdiction. The COUNTY will respond to all incidents within the Emergency Response Area when notified by the CITY that adequate CITY resources are not available due to emergencies or other demands within the CITY. The CITY shall endeavor to notify the COUNTY in advance when it knows CITY resources will not be available to respond to the Emergency Response Area.

3.6 Hazardous Materials Response. The COUNTY shall continue responding to hazardous materials incidents within the Emergency Response Area at no cost to the CITY.

3.7 Fire Investigations. The COUNTY shall perform all fire investigations in the Emergency Response Area, except that the CITY shall provide basic origin and cause investigations for those incidents it responds to pursuant to this AGREEMENT.

3.8 Dispatch Services. The CITY will be responsible for providing dispatch services for its own equipment and staffing for all incidents for which it is responsible under this AGREEMENT.

3.9 Insurance. The CITY and COUNTY shall maintain Worker's Compensation Insurance or self-insurance for their own employees without cost to the other Party. Additionally, 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 Independent Contractor Status. The CITY and COUNTY shall pay all wages, salaries and other amounts due to their own personnel in connection with any and all services under this AGREEMENT 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, and worker's compensation insurance. Employees or agents of one Party shall not be deemed employees of the other Party for any purpose.

3.11 Indemnification. Pursuant to California Government Code Section 895 et. seq. and to the fullest extent authorized by law, the CITY and COUNTY mutually agree as follows:

3.11.1 City's Obligation. CITY shall defend, indemnify and hold COUNTY, its officials, officers, employees, volunteers, agents, agencies and independent contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries, or liabilities to persons or property, including wrongful death, in any manner arising out of or incident to negligent or willful acts or omissions of CITY, its officials, officers, employees, volunteers, agents, agencies and independent

contractors, occurring in the performance of this AGREEMENT, including without limitation the payment of all consequential damages, attorneys fees and other related costs and expenses, except to the extent caused by COUNTY'S negligent or willful acts or omissions.

3.11.2 County's Obligation. COUNTY shall defend, indemnify and hold CITY, its officials, officers, employees, volunteers, agents, agencies and independent contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries, or liabilities to persons or property, including wrongful death, in any manner arising out of or incident to negligent or willful acts or omissions of COUNTY, its officials, officers, employees, volunteers, agents, agencies and independent contractors, occurring in the performance of this AGREEMENT, including without limitation the payment of all consequential damages, attorneys fees and other related costs and expenses, except to the extent caused by CITY'S negligent or willful acts or omissions.

3.12 Reimbursement Rate; Payment. The COUNTY shall reimburse the CITY six hundred thousand dollars (\$600,000.00) per year for the first year of this AGREEMENT. The annual Reimbursement Rate shall automatically be adjusted on July 1, 2012 and each July 1st thereafter, by the percentage change in the Consumer Price Index for the prior calendar year published by the U.S. Department of Labor for the Los Angeles, Riverside and Orange County areas for All Urban Consumers. At no time will the increase be greater than 3% nor less than 0%. In addition to such automatic CPI adjustment, the CITY and COUNTY shall meet annually on or before July 1st to review and adjust this annual Reimbursement Rate for the upcoming fiscal year. The CITY shall notify COUNTY in writing of any such increase. The CITY will prepare an invoice for one-hundred percent (100%) of the annual Reimbursement Rate amount and submit it to the COUNTY on or about the first day of July. The date on which the CITY submits the invoice to the COUNTY shall in no way impact COUNTY'S obligation to pay the invoice in full. The COUNTY shall pay all invoices within thirty (30) days of receipt.

3.13 Term. This AGREEMENT shall be effective as of the day and year hereinabove first written, and shall continue until terminated by either Party by giving one hundred twenty (120) days notice, in writing, to the other Party.

3.14 Notices. All notices permitted or required under this AGREEMENT shall be given to the respective Party at the following address, or at such other address as the respective Parties may provide in writing for this purpose.

COUNTY
Fire Chief
Riverside COUNTY Fire Department
210 W. San Jacinto Avenue
Perris, CA 92507

CITY
Fire Chief
Corona Fire Department
400 S. Vicentia Avenue
Corona, CA 92882

Any notice required to be given hereunder to either Party shall be given by personal delivery or by 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 the method of service.

3.15 Incident Reports. Every three months, the CITY shall forward to the COUNTY Fire Chief an electronic report summarizing each kind and type of incident to which CITY responded during the prior three months.

3.16 Polices and Procedures. The specific details of the Fire Services to be provided by the CITY within the Emergency Response Area and the general operational policies and procedures which may be necessary to effectuate this AGREEMENT, including the boundary drops and units responses, shall be determined by the CITY and COUNTY Fire Chiefs, or their designees. The Fire Chiefs or their designees shall meet at least annually for the purpose of considering revisions to these policies and procedures. 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.

3.17 Representatives. The CITY and COUNTY 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.

3.18 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. This AGREEMENT may only be modified in a writing, approved by the respective legislative bodies and signed by an authorized representative.

3.19 Nothing in this AGREEMENT nullifies the CITY'S obligation as set forth in that Agreement for the Provision of Police and Fire Protection Services and Road Maintenance (Agreement 108).

3.20 Third Party Rights. The CITY and COUNTY 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. Additionally, no third party shall have any right of action hereunder. This AGREEMENT shall not be enforceable by any parties other than the CITY and COUNTY.

3.21 Privileges and Immunities. All privileges and immunities of the CITY and COUNTY provided by state and federal law shall remain in full force and effect.

3.22 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this

AGREEMENT, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorney's fees and other costs of such action.

3.23 Governing Law. This AGREEMENT shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 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.

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

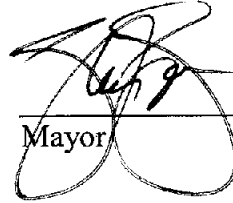
[SIGNATURES ON NEXT TWO PAGES]

CITY'S SIGNATURE PAGE

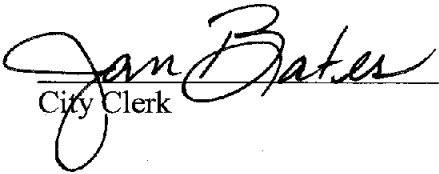
CITY OF CORONA

By: _____

Mayor

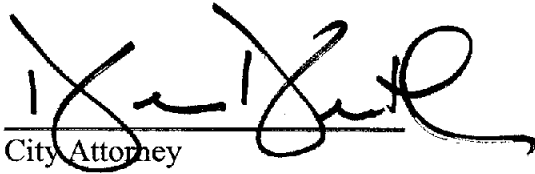


Attest:



City Clerk

Approved as to Form:



City Attorney

COUNTY'S SIGNATURE PAGE

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

By: _____

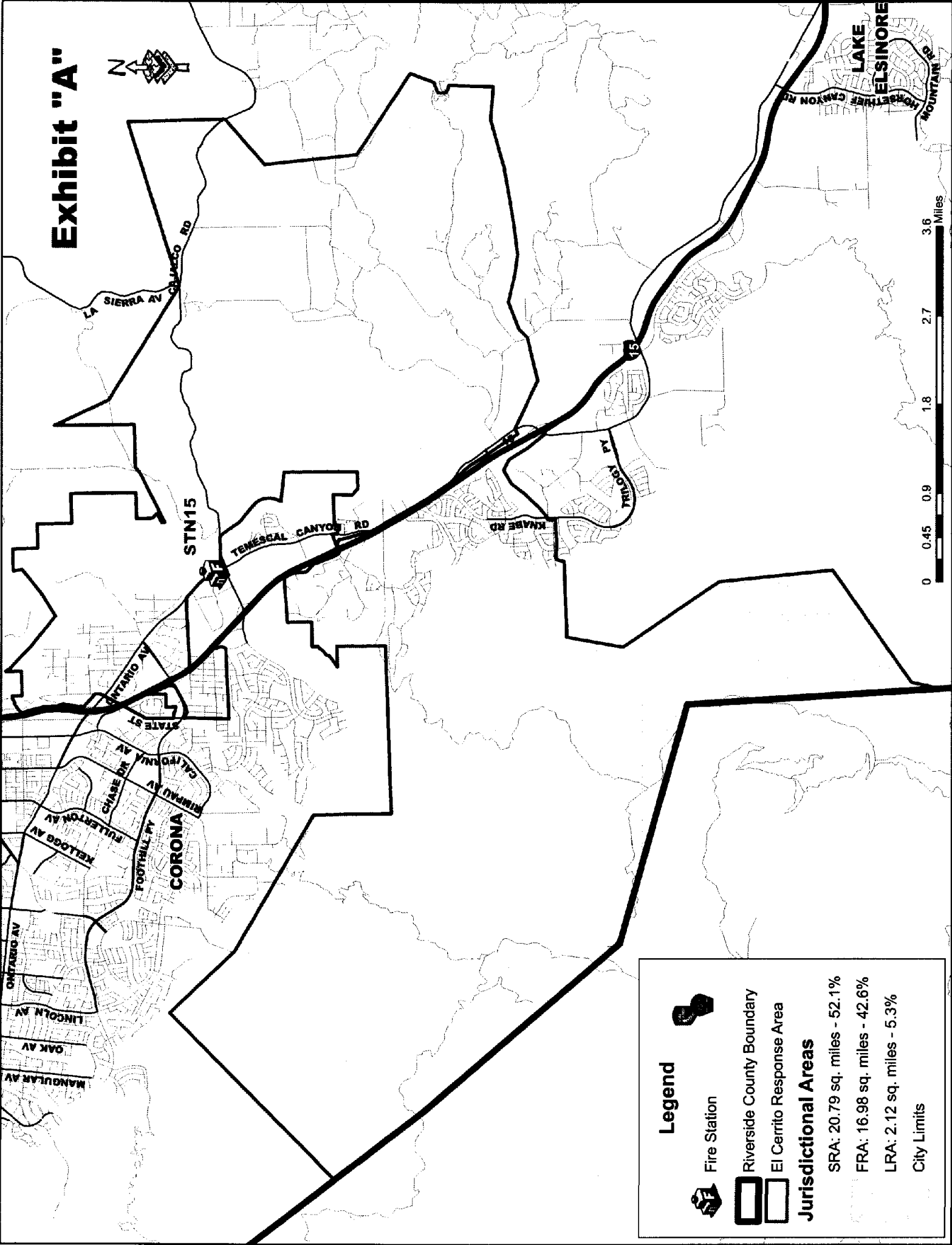
By: Synthia M. Gunzel
SYNTHIA M. GUNZEL
Deputy County Counsel

(SEAL)

EXHIBITS "A" THROUGH "D"

Please refer to the 1 page maps attached hereto as Exhibits "A" through "D" and incorporated herein by reference.

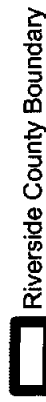
Exhibit "A"



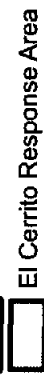
Legend



Fire Station



Riverside County Boundary



El Cerrito Response Area

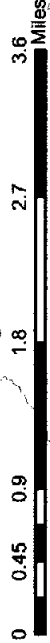
Jurisdictional Areas

SRA: 20.79 sq. miles - 52.1%

FRA: 16.98 sq. miles - 42.6%

LRA: 2.12 sq. miles - 5.3%

City Limits



CORONA



Legend

Fire Station



Riverside County Boundary



Sycamore Creek Response Area

Jurisdictional Areas

FRA: 15.94 sq. miles - 46.58%

SRA: 14.48 sq. miles - 42.31%

LRA: 3.80 sq. miles - 11.10%

City Limits

STN64

STN64

TENESCAL CANYON RD

ROBERTSON CANYON RD

MOUNTAIN RD

LAKE ST

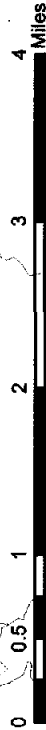
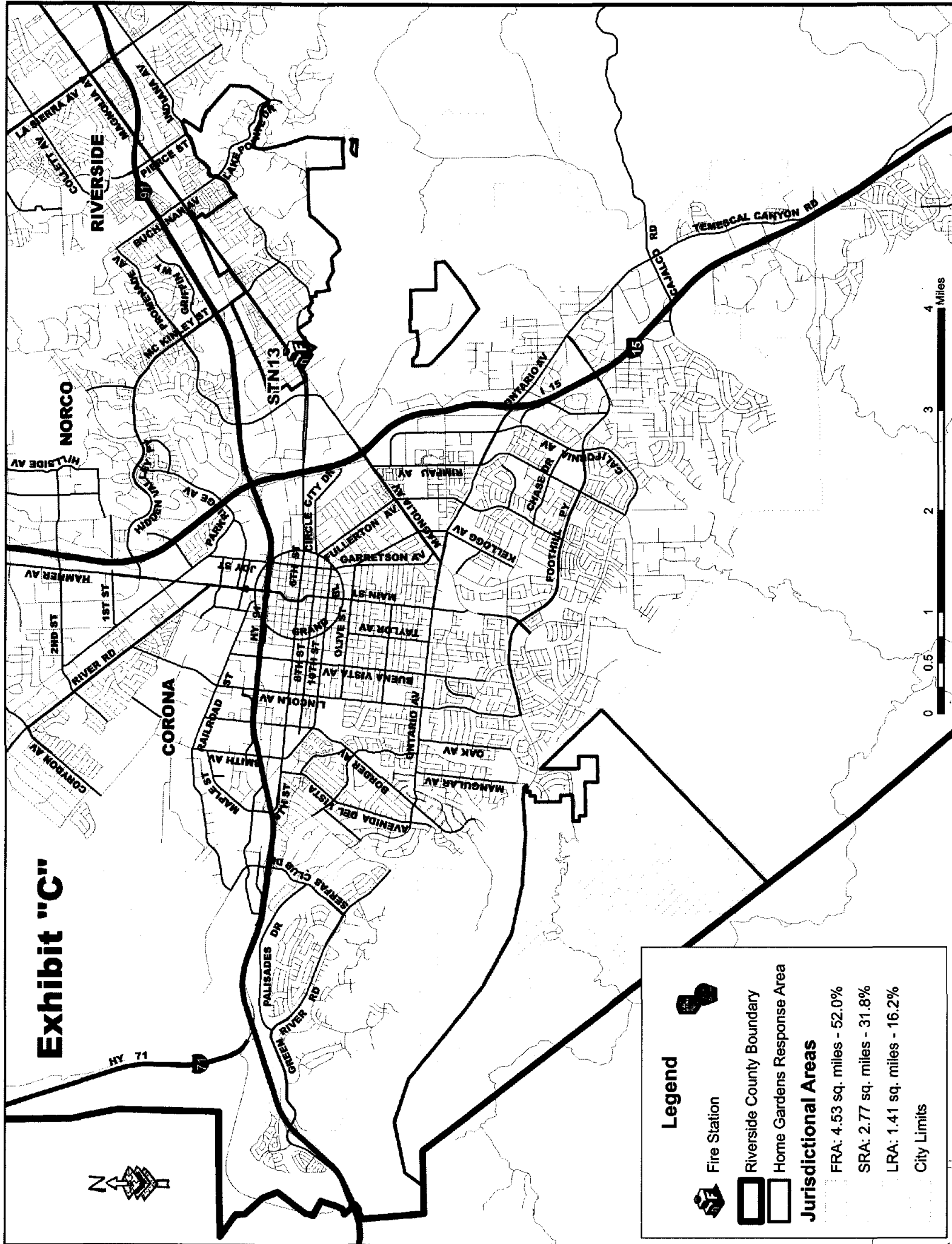
COAL RD

ELLSINORE

Exhibit "B"



Exhibit "C"



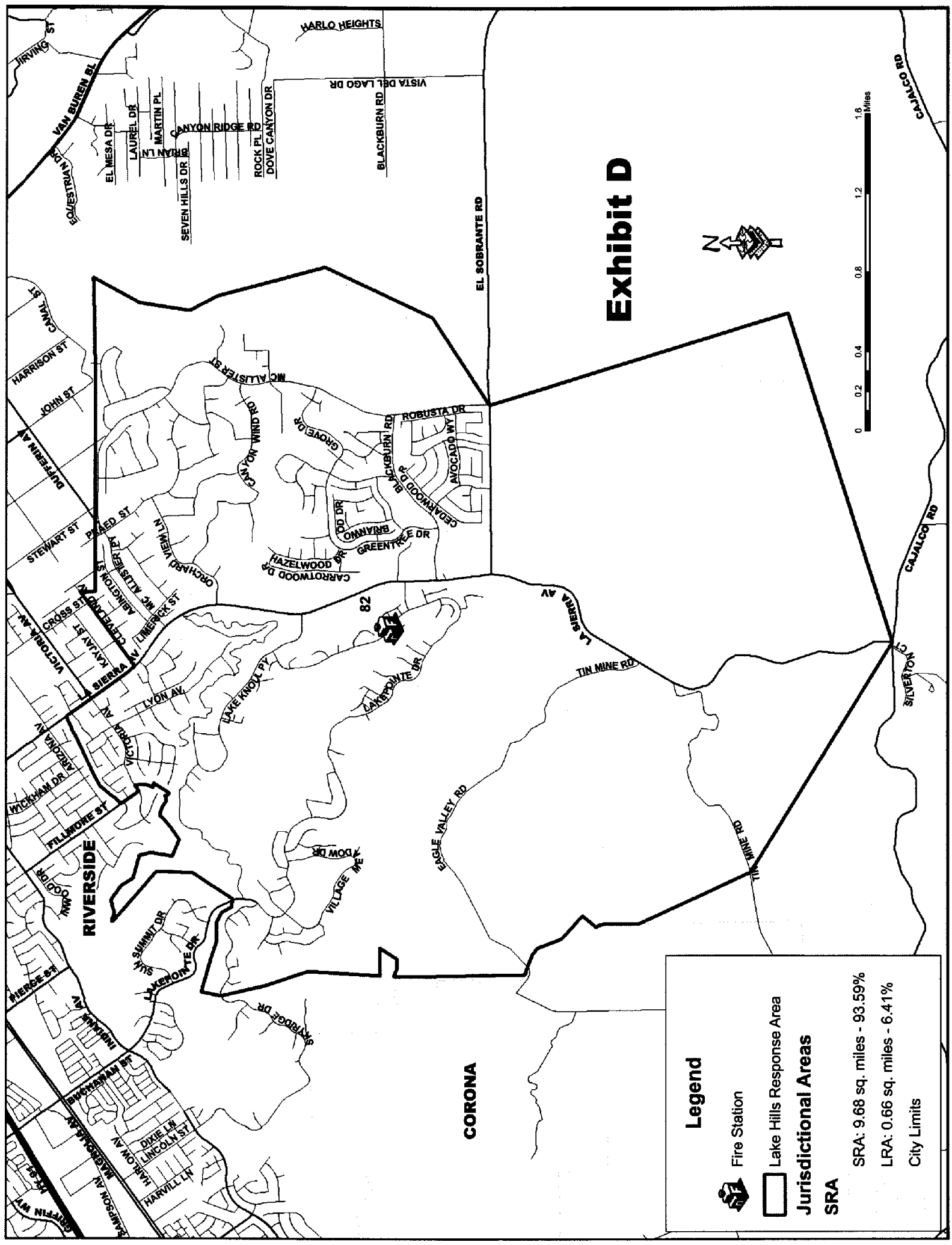
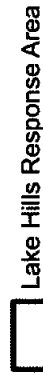


Exhibit D

Legend



Fire Station



Lake Hills Response Area

Jurisdictional Areas

SRA

SRA: 9.68 sq. miles - 93.59%

LRA: 0.66 sq. miles - 6.41%

City Limits