

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

209



FROM: Fire

SUBMITTAL DATE:
March 27, 2012

FORM APPROVED COUNTY COUNSEL
 BY: ERIC SCHNEIDER DATE: 3/21/12
Department of Administrative Services

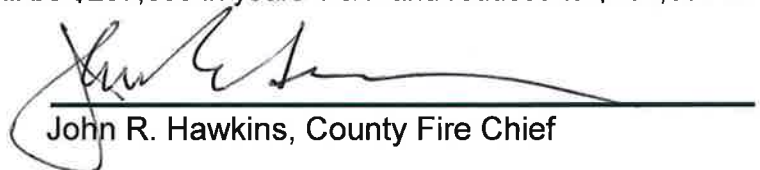
SUBJECT: Approval of the Fire Protection Services Agreement with the City of Canyon Lake District 3 / District 1

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement for the provision of Fire Protection, Fire Prevention, Rescue, and Medical Services for the City of Canyon Lake, between the County of Riverside and the City of Canyon Lake; and
2. Approve and direct the Auditor Controller to make budget adjustments as described in attached Schedule "A"

BACKGROUND: The City of Canyon Lake desires to contract for Fire Protection Services with the Riverside County Fire Department, and as such, the two agencies have reached an agreement as to the level of service to be provided to the City of Canyon Lake. The term of this agreement is July 1, 2011 through June 30, 2016.

It is anticipated that the County contribution will be \$257,000 in years 1 & 2 and reduced to \$132,000 in years 3 & 4 and zero in year 5.
(continued Pg. 2)



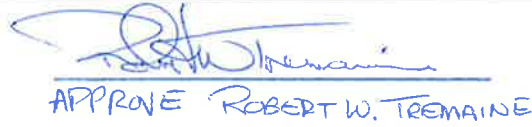
 John R. Hawkins, County Fire Chief

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong DATE: 3/21/12
 SAMUEL WONG

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 257,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 257,000	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 257,000	For Fiscal Year:	11/12

SOURCE OF FUNDS: 51% General Fund, 49% CID Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:


 APPROVE ROBERT W. TREMAINE

County Executive Office Signature

Consent Policy
 Consent Policy

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 05/13/08 Item 3.16
02/07/12 Item 3.40

District: 3/1

Agenda Number:

3.24

BACKGROUND: (continued)

During its initial discussion of this action (2/7/12 3.40) the Board requested additional review of the payment terms under this contract. Under this current version funding will be a combination of City of Canyon Lake budget funds, County General Fund in the form of cost sharing and Community Improvement Designation (CID) funds. The Board tentatively approved using CID funds in the amount of \$75,000 on February 7, 2012 (\$25,000 each from Districts 1, 3 & 5). In conjunction with this action a separate Form 11 has been prepared as a companion item to complete the necessary budget adjustments, the CID contribution from District 1 will be increased by \$50,000 bringing the total anticipated CID contribution to \$125,000 for FY 2011/12. There is expected to be an equal contribution from the CID fund in FY 2012/2013. Any CID contribution to this contract will expire at the end of year two (FY 2012/2013) and County cost share will expire at the end of year four (FY 2014/2015).

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF CANYON LAKE**

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Canyon Lake, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

A. The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

B. The CITY and COUNTY also desire to memorialize a cost sharing arrangement for one (1) fire engine company which will be of mutual benefit for all involved parties. The CITY and COUNTY agree that the current fire engine company provides service to the City of Canyon Lake as well as to the unincorporated territory of the County.

C. The CITY and COUNTY desire to contribute among the participating parties for one (1) fire engine company fire engine staffing costs, with the COUNTY paying \$132,000 for the first four (4) years of the agreement and the CITY obtaining additional funding from other revenue sources in the amount of \$125,000 for the first two (2) years of the agreement, with the CITY paying the remainder of all years, per attached Exhibit A. Other revenue sources may include, but are not limited to, the use of Riverside County Board of Supervisors discretionary funds, known as Community Improvement Designation ("CID") funds. The CITY's ability to secure other revenue sources does not lower the CITY's overall total obligation under the Agreement, but, rather, the use of all other revenue sources shall offset the CITY's overall total obligation. At any time, should the CITY become unable to secure other revenue sources, including CID funds, the CITY would continue to be obligated for the overall total obligation.

D. This Agreement will remain in force with the current cost share funding arrangement only as long as a 3-person career staffed COUNTY engine company with one of the members being a career paramedic remains at the CITY fire station.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. CITY may budget for the position of a Deputy Chief or a Division Fire Chief or COUNTY may assign an existing Chief Officer as the Contract City representative ("City Representative"). The Chief may delegate certain authority to the City Representative, as the Chief's duly authorized designee and the City Representative shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase and/or decrease of salary or expenses or when CITY requests an increase and/or decrease in services.

In the event that the CITY secures and receives money from additional funding sources which it allocates to the services described herein, CITY shall give COUNTY notice within thirty (30) days, or within a reasonable time thereof, of the amount received. COUNTY will seek reimbursement on behalf of the COUNTY and the CITY by separate invoice. During the term of this agreement, if the CITY's Structural Fire Tax Revenue in any fiscal year exceeds the CITY's Structural Fire Tax Revenue in the prior fiscal year, this increase in revenue will increase CITY's contribution level under the Agreement, in the amount of the increased revenue, and will decrease the COUNTY's cost-sharing contribution by the same amount.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with

authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." There shall be no obligation on the part of CITY to expend or appropriate any sum in excess of the amount listed on Exhibit "A" as the "Total Estimated City Budget", prior to any COUNTY contributions, which exceeds the yearly appropriation of CITY for the purposes of this Agreement. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and CITY has failed to agree to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" to this Agreement shall not be subject to relocation expense reimbursement by CITY, as outlined in Section III, B. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "A" and approved by the parties hereto.

2. In the event CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires a reduction, during contract period, in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

E. _____ [] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. _____ [X] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement. In the event that a fire engine which was initially purchased by the CITY and then the CITY elects to have the COUNTY take responsibility of said fire engine(s), the following will apply. The COUNTY will be responsible for maintaining and repairing said fire engine(s). The insurance responsibility will be dependant upon the CITY'S option to maintain or transfer title of said fire engine(s).

G. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day, or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2011, to June 30, 2016. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of CAL FIRE or CITY, COUNTY agrees to continue to provide Fire Services to CITY until such time as CITY has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2012.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new agreement with COUNTY for Fire Services and, if so, whether CITY intends to change the level of Fire Services from that provided by this Agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during

the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. Notwithstanding any other provision herein, the cost sharing arrangement set forth herein shall not apply to any extended period of service. The cost of services provided by COUNTY during the extended period shall be based upon the amounts that would have been charged to the CITY during the fiscal year in which the extended period falls had a new agreement been entered into at 100% cost and without the cost sharing arrangement set forth herein for the original four years of this Agreement. Payment by CITY for services rendered by COUNTY during the extended period shall be provided as set forth in Exhibit "A", as amended.

SECTION V: TERMINATION

Neither COUNTY nor CITY shall have the power to abrogate or otherwise terminate this Agreement during the term set forth in Section IV. This Agreement may, however, be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, COUNTY shall, at the written request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement, will represent the CITY in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less extraordinary collection expenses, will be credited to the CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of

recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the County Fire Department for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide a Fire Station with terms outlined in a separate Fire Station Lease Agreement dated March 21, 2006.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

CITY shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of CITY, its 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 COUNTY by the provisions of California Government Code Section 895.2 or other applicable law, and CITY shall defend at its expense, including attorney fees, COUNTY, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

COUNTY shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its 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 CITY by the provisions of California Government Code Section 895.2 or other applicable law, and COUNTY shall defend at its expense, including attorney fees, COUNTY, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

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SECTION XII: AUDIT

COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

Disputes that are unable to be resolved by CITY and COUNTY representatives will attempt to be resolved through informal arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Riverside.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through informal arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration and litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY

County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF CANYON LAKE

City Manager
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[Signature Provisions on following 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: _____

CITY OF CANYON LAKE

By: _____

Title: City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: City Clerk

(SEAL)

Dated: _____

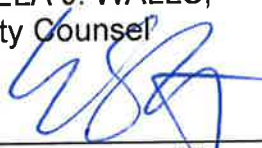
COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

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

KECIA HARPER-IHEM
Clerk of the Board

By:  _____
ERIC STOPHER
Deputy County Counsel

By: _____
Deputy

(SEAL)

EXHIBIT "A"
TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF CANYON LAKE
DATED MARCH 21, 2012 FOR FY 11/12

	<u>CAPTAIN'S</u>	<u>CAPTAIN'S MEDICS</u>	<u>ENGINEER'S</u>	<u>ENGINEER MEDICS</u>	<u>FF II'S</u>	<u>FF II MEDICS</u>	<u>TOTALS</u>
STA #60							
Medic Engine	160,065	1.0	273,789	2.0	234,071	2.0	400,028 3.0 1,067,953 8.0
Fixed Relief	0	0.0	0	0.0	0	0.0	0 0.0
Vacation Relief	0	0.0	0	0.0	0	0.0	0 0.0
SUBTOTALS	160,065	0	273,789	0	234,071	400,028	1,067,953
SUBTOTAL STAFF	1	0	2	0	2	3	8
SUPPORT SERVICES							
Administrative/Operational				14,649	per assigned Staff **		120,561 8.23
Volunteer Program				6,248	Per Entity Allocation		6,248 1.0
Medic Program				5,499	per assigned Medics		16,497 3.0
Battalion Chief Support				51,472	.23 FTE per Station		51,472 1.0
Fleet Support				32,842	per Fire Suppression Equip		32,842 1.0
ECC Support					Calls/Station Basis		29,227
Comm/IT Support					Calls/Station Basis		40,871
Hazmat Support							4,856
SUPPORT SERVICES SUBTOTAL							302,374
ESTIMATED DIRECT CHARGES							10,705
FIRE ENGINE USE AGREEMENT				19,200	each engine		19,200 1
TOTAL STAFF COUNT							8.25
TOTAL ESTIMATED CITY BUDGET							\$1,400,233
OTHER REVENUE SOURCES (Section I, C of Agreement - Only FY 11/12 & 12/13)							(125,000)
RIVERSIDE COUNTY COST SHARE (Only FY 11/12, 12/13, 13/14, 14/15)							(132,000)
TOTAL ESTIMATED CITY OBLIGATION							\$1,143,233

SUPPORT SERVICES

Administrative & Operational Services

Finance
 Training
 Data Processing
 Accounting
 Personnel

Procurement
 Emergency Services
 Fire Fighting Equip.
 Office Supplies/Equip.

8.0 Assigned Staff
 0.23 Battalion Chief Support
 8.23 Total Assigned Staff
 1 Fire Stations
 684 Number of Calls
 1 Hazmat Stations
 0 Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

FY 11/12 POSITION SALARIES TOP STEP

235,878 DEPUTY CHIEF
 232,762 DIV CHIEF
 221,330 BAT CHIEF
 160,065 CAPT
 177,518 CAPT MEDIC
 136,895 ENG
 153,475 ENG/MEDIC
 117,035 FF II
 133,343 FF II/MEDIC
 126,874 FIRE SAFETY SUPERVISOR
 118,833 FIRE SAFETY SPECIALIST
 101,351 FIRE SYSTEMS INSPECTOR
 61,154 OFFICE ASSISTANT III
 65,232 SECRETARY I

19,200 FIRE ENGINE
 14,649 SRVDEL
 6,248 VOL DEL
 5,499 MEDIC DEL
 51,472 BATT DEL
 11,703 ECC STATION
 25.62 ECC CALLS
 32,842 FLEET SUPPORT
 16,286 COMM/IT STATION
 35.85 COMM/IT CALLS
 1,373 FACILITY STATION
 433.50 FACILITY FTE
 3,011 HAZMAT STATION
 3,382.73 HAZMAT CALLS
 1,845 HAZMAT VEHICLE REPLACEMENT

FY 11/12 DIRECT BILL ACCOUNT CODES

520230 Cellular Phone
 520300 Pager Service
 520320 Telephone Service
 520800 Household Expense
 520805 Appliances
 Cleaning and
 Custodial Supp
 520815 Laundry Services
 520840 Household Furnishings
 520845 Trash
 521380 Maint-Copier Machines
 521440 Maint-Kitchen Equipment
 Maint-Office
 Equipment
 521540 Maint-Service Contracts
 521660 Maint-Telephone
 521680 Maint-Underground Tanks
 522310 Maint-Building and Improvement
 522360 Maint-Extermination
 522860 Medical-Dental Supplies
 522870 Other Medical Care Materials
 522890 Pharmaceuticals
 523220 Licenses And Permits
 523680 Office Equip Non Fixed Assets
 526700 Rent-Lease Bldgs
 526940 Locks/Keys
 527280 Awards/Recognition
 529500 Electricity
 529510 Heating Fuel
 529550 Water
 537240 Interfnd Exp-Utilities
 542060 Improvements-Building

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF CANYON LAKE
DATED _____, 2012**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT**

Station 60

Engine E60, RCO No. 07-850	<u>\$ 19,200.00</u>
	<u>\$ 19,200.00</u>

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the

fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$384,000.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.