

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

711C-C



FROM: FIRE

SUBMITTAL DATE:
November 20, 2012

SUBJECT: Approval of the Cooperative Agreement Between the City of Lake Elsinore and the County of Riverside to Share the Cost of a Four (4) Person Medic Truck Staffing and the Purchase of a New Fire Truck.
District 1 / District 1

RECOMMENDED MOTION: Move that the Board approve and authorize the Chairman to sign the attached Cooperative Agreement between the County and the City of Lake Elsinore.

BACKGROUND: In connection with the City of Lake Elsinore's desire to continue contracting for Fire Protection Services with the Riverside County Fire Department, the City of Lake Elsinore and the County have reached an agreement as to cost sharing of the medic fire truck staffing and the purchase of a new fire truck to coincide with the opening a new fire station. The term of this agreement is for Fiscal Year beginning July 1, 2013 through Fiscal Year ending on June 30, 2016.

[Signature]

Glenn Patterson, Deputy Chief of Admin. for
John R. Hawkins, Riverside County Fire Chief

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* ERIC STOPHER
DATE: 11/20/12
Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2014/15

SOURCE OF FUNDS: Structural Fire Taxes, Contract Revenues, General Fund, and Prop 172.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Michael R. Shetler

County Executive Office Signature

Poli cy Poli cy
Consent Consent

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

Prev. Agn. Ref.: None **District:** 1 / 1 **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.12

**IMPLEMENTATION AGREEMENT
BETWEEN THE CITY OF LAKE ELSINORE AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A
QUINT FIRE TRUCK**

THIS IMPLEMENTATION AGREEMENT, is 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 Lake Elsinore a municipal corporation (hereinafter referred to as "CITY"). COUNTY and CITY hereinafter may be individually referred to as a "Party" and collectively referred to as the "Parties".

SECTION I: PURPOSE

A. The COUNTY contracts with the CITY, individually, to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the CITY pursuant to a Cooperative Agreement To Provide Fire Protection, Fire Prevention, Rescue And Medical Emergency Services For The City Of Lake Elsinore (the "Cooperative Agreement"). Pursuant to ongoing negotiations, a Cooperative Agreement is expected to be approved and executed concurrently with this Implementation Agreement. Any terms not otherwise defined herein shall have the same meaning as set forth in the Cooperative Agreement.

B. This Implementation Agreement is hereby entered into pursuant to the proposed terms of the Cooperative Agreement, specifically with respect to the terms related to the staffing proposed in the Cooperative Agreement for the Quint Fire Truck and Station #97.

C. The CITY, with the financial assistance of COUNTY as provided herein, will purchase a new 4-person Quint Fire Truck capable of carrying water and fighting fires as a self-contained unit that will be equipped with associated medical equipment for paramedic use ("Quint Truck"). Each Quint Truck is custom constructed and takes approximately one (1) year to receive fully equipped.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS; EMERGENCY RESPONSES

The Quint Truck shall be dispatched, when available, to all emergencies within the jurisdictions of the CITY and COUNTY.

SECTION III: COST SHARE

A. Subject to the County's irrevocable commitment to contribute \$300,000 to the cost of purchasing the Quint Truck, CITY agrees to purchase a Quint Truck. This apparatus will require four (4) person medic truck staffing, pursuant to the terms of the Cooperative Agreement for Fire Services. City agrees to begin the procurement process for the Quint Truck within 60 days from the execution of this Implementation Agreement, provided that the County has irrevocably committed to contribute \$300,000 as provided above.

B. Funding for the COUNTY's portion of the Quint Truck, that is, \$300,000, is hereby approved and shall be irrevocably committed upon the CITY ordering the Quint Truck as provided in Section III.A.

C. Pursuant to the Cooperative Agreement, COUNTY will loan a Type I Fire Engine to the CITY to place into service from July 1, 2013 until June 30, 2014 or until such time as the Quint Truck is put into active service. The full cost of maintenance and insurance of this Type I Fire Engine will be covered by the COUNTY and allocated to the CITY as part of the Cost Allocation Plan Fleet Support.

D. Pursuant to the Cooperative Agreement, CITY will staff and pay for three (3) person medic truck staffing for said Type I Fire Engine at the rate specified in the "Exhibit A" of the Cooperative Agreement.

E. Pursuant to the Cooperative Agreement, when the Quint Truck is placed into active service, the Quint Truck will replace the COUNTY Type 1 Fire Engine. The COUNTY Type I Fire Engine will be returned to the possession and control of the COUNTY at this time and all costs associated with the Type 1 Fire Engine will borne by the COUNTY.

F. Pursuant to the Cooperative Agreement, upon the in-service date of the Quint Truck, the Station will be staffed with a four (4) person medic truck staffing. The Cooperative Agreement provides for staffing as follows:

1. The CITY will pay for the cost of three (3) Engineers, three (3) Firefighter IIs, and three (3) Medic Firefighter IIs at the rate specified in the "Exhibit A" of the Cooperative Agreement.

2. The COUNTY will pay for the cost of Three (3) Fire Captains of the four (4) person medic truck staffing.

SECTION IV: TERM

The term of this Implementation Agreement shall commence upon the execution of this Implementation Agreement by the Parties and shall not terminate so long as the Quint Truck is utilized for Fire Services pursuant to the Cooperative Agreement or such subsequent fire service agreements between the CITY and the COUNTY that require use of the Quint Truck.

SECTION V: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the activities performed hereunder by COUNTY, or any part thereof, (2) this Implementation Agreement, including any approved amendments or modifications,

or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the subject matter if this the Implementation Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the activities performed hereunder, by CITY, or any part thereof, (2) this Implementation Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the subject matter if this the Implementation Agreement..

SECTION VI. OWNERSHIP OF THE FIRE TRUCK

The CITY shall retain 100% ownership of the Quint Truck and hereby agrees to maintain required insurance and state vehicle registration on said truck. The full cost of maintenance and repairs of the Quint Truck shall be paid for, and undertaken, by the COUNTY and allocated to the CITY as part of the Cost Allocation Plan Fleet Support. The full costs of any necessary capital improvements/upgrades to the Quint Truck will be borne by the CITY directly.

SECTION VII. RIGHT OF FIRST REFUSAL

Should the CITY decide to sell the Quint Truck at any point during the Quint Truck's operational lifetime, the COUNTY shall have the first right of refusal to purchase the truck. CITY shall advise COUNTY of CITY's intent to sell the vehicle and offer the vehicle to COUNTY at the fair market value prior to offering the Quint Truck to any third party. COUNTY's shall be able to purchase the Quint Truck at this fair market value. Should the COUNTY decline to purchase the vehicle through this right of first refusal, the CITY shall reimburse the COUNTY for its \$300,000 contribution toward the initial purchase price, less depreciation, upon the sale of the Quint Truck to any third party.

For the purposes of this Implementation Agreement, the operational lifetime with respect to the Quint Truck is 20 years.

Should the COUNTY exercise the right of first refusal and agree to purchase the Quint Truck at the fair market value, the COUNTY's then current depreciated value (based on the COUNTY's \$300,000 portion of the original purchase price, less depreciation) deducted from the fair market value of the

Quint Truck in order to determine the final cost to the COUNTY to purchase the Quint Truck. By way of example only, if the COUNTY were to exercise its right of first refusal in year 10 of the operational lifetime of the Quint Truck and the fair market value of the Quint Truck is \$500,000, COUNTY final cost to purchase the Quint Truck would be \$350,000 (\$500,000 fair market value less [the sum of COUNTY's \$300,000 contribution of the purchase price minus depreciation of \$150,000 for 10 years use over a 20 year life]).

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this Implementation 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 LAKE ELSINORE
City Manager
130 South Main Street
Lake Elsinore, CA 92530

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 Implementation 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 Implementation Agreement, which is formally approved and executed by all Parties.

B. JURISDICTION AND VENUE.

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

D. SEVERABILITY.

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

2. The CITY'S City Manager shall administer this Implementation Agreement on behalf of CITY.

F. ENTIRE AGREEMENT.

Except for the Cooperative Agreement and any subsequent fire service agreements between the CITY and the COUNTY referenced herein which shall be enforceable in accordance with their respective terms, this Implementation 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 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 herein above written.

DATED: _____

CITY OF LAKE ELSINORE

BY: _____

TITLE: _____

ATTEST:

APPROVED AS TO FORM:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATED: _____

COUNTY OF RIVERSIDE

BY: _____

CHAIRMAN, BOARD OF SUPERVISORS
JOHN TAVAGLIONE

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
CLERK OF THE BOARD

PAMELA J. WALLS
COUNTY COUNSEL

BY: _____

BY:  _____

DEPUTY

ERIC STOPHER
DEPUTY COUNTY COUNSEL

(SEAL)