

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

492



FROM: Fire

SUBMITTAL DATE:
July 25, 2013

SUBJECT: Approval of the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Jurupa Valley
District 2 / District 2

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Jurupa Valley, between the County of Riverside and the City of Jurupa Valley; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

BACKGROUND: (continued on Page 2)



John R. Hawkins, County Fire Chief

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 5,951,204	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 4,051,204	Budget Adjustment:	No
	Annual Net County Cost:	\$ 4,051,204	For Fiscal Year:	13/14


SOURCE OF FUNDS: Structural Fire tax, and General Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:  ERIC STOPHER
DATE: 8/7/13
Departmental Concurrence

Consent Policy
 Consent Policy

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

Prev. Agn. Ref.: 7/13/10 3.93 District: 2/2 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3 - 38

RE: Cooperative Agreement with the City of Jurupa Valley

Date July 25, 2013

Page 2

The City of Jurupa Valley entered into a Revenue Neutrality Agreement with Riverside County on July 13, 2010, Agenda Item 3.93. This Agreement outlines a long term tax share plan with the County of Riverside maintaining the responsibility of providing Fire Services for the City of Jurupa Valley. With this Revenue Neutrality Agreement in place, LAFCO approved the incorporation of the City of Jurupa Valley on July 1, 2011.

Even though the County of Riverside is to currently maintain the responsibility of providing fire services to Jurupa Valley and the City does not pay for these services; it is recommended by County Counsel that we enter into a Cooperative Agreement with the City to outline our services and conditions.

Under Section 3.2 of the Revenue Neutrality Agreement it states that, "County may negotiate with City additional revenue sharing payments to maintain or enhance fire services." and "Such payments may be used as a means for City to transition to assuming full financial responsibility for and transfer of Fire Services." This Cooperative Agreement outlines our current conditions and the estimated costs for Fire Services as currently provided. If the City desires to assume full responsibility and/or increase fire services and pay for such an increase, this Agreement will allow the City to so. The Fire Department has received 1.9 million of structural fire taxes for the funding of this agreement. The remaining costs are funded with County General Funds.

The City of Jurupa Valley desires to continue 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. There have been no changes in the level of fire station staffing since the City's initial Incorporation and the County will continue to fund 100% the fire services provided in the City of Jurupa Valley. The cost for this service is estimated at 5.9 million and will increase by 0.86% for FY 13/14. The term of this agreement is July 1, 2013 through June 30, 2016.

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF JURUPA VALLEY**

THIS AGREEMENT, made and entered into this 20th day of June, 2013, 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 Jurupa Valley, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

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.

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 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. Any changes to the cost associated with the staffing 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 Structural Fire Taxes collected by the COUNTY as outlined in the Revenue Neutrality Agreement. In turn, the COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement and shall promptly notify CITY, in writing, specifying the services to be reduced. 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 of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto. The CITY shall annually appropriate a fiscal year budget to support the requested Fire Services increase as set forth in an amended Exhibit "A".

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires a reduction in a requested increase 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. In the event the CITY requests an increase in services, the CITY shall pay COUNTY actual costs for the increase Fire Services. COUNTY shall make a claim to CITY for the actual cost of increased contracted services, pursuant to an amended 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.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2013 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, 2015.

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

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the sole 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, or any extension hereof, 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.

SECTION V: TERMINATION

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. This Agreement may 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 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.

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 Fire Station(s), strategically located to provide standard response time within Jurupa Valley from which fire operations shall be conducted. If the Fire Station(s) are owned by the City, the City shall maintain the facilities at its cost and expense. In the event City requests County to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to County as a direct Invoice to the City.

SECTION XI: 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 Services performed hereunder by COUNTY, or any part thereof, (2) the 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 Scope of Work in the 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 services performed hereunder, by CITY, or any part

thereof, (2) the 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 Scope of Work in the Agreement.

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 of the other party hereto, 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 or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. COUNTY and CITY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

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 by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through alternate forms of dispute resolution, including, but not limited to, mediation or non-binding arbitration. The costs associated with the selected form of dispute resolution such as mediation or non-binding arbitration shall be shared equally among the participating parties. If the alternate form of dispute resolution does not resolve the issue(s), the parties reserve the right to seek remedies as provided by law or in equity. Venue for litigation shall be in Riverside County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner.

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 JURUPA VALLEY
City Manager
City of Jurupa Valley
8304 Limonite Ave., Suite M
Jurupa Valley, CA 92509

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

This Agreement contains the whole contract between the parties for the provision of Fire Services, except for the Revenue Neutrality Agreement. 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, except for the Revenue Neutrality Agreement. As used in this Agreement, "Revenue Neutrality Agreement" shall mean that certain agreement entitled "Revenue Neutrality Agreement by and between the County of Riverside and the City of Jurupa Valley" dated as of July 13, 2010 and as amended by the parties as of March 21, 2013.

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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: June 20, 2013

CITY OF JURUPA VALLEY

By: [Signature]
Title: Mayor

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
City Clerk

(SEAL)

[Signature]
For Peter M. Thorson, City Attorney

Dated: 6/20/13

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: [Signature]
ERIC STORHER
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 JURUPA VALLEY
 ESTIMATE DATED MAY 29, 2013 FOR FY 13/14

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS
STA #16							
Medic Engine	339,558 2.0	0 0.0	145,209 1.0	163,570 1.0	124,147 1.0	141,741 1.0	914,226 6.0
STA #17							
Medic Engine (Truck)	169,779 1.0 509,338 3.0	0 0.0 0 0.0	0 0.0 435,628 3.0	163,570 1.0 0 0.0	248,295 2.0 372,442 3.0	283,482 2.0 425,223 3.0	865,126 6.0 1,742,631 12.0
STA #18							
Medic Squad	0 0.0	0 0.0	290,419 2.0	163,570 1.0	0 0.0	283,482 2.0	737,471 5.0
Fixed Relief	0 0.0	0 0.0	0 0.0	0 0.0	0 0.0	0 0.0	0 0.0
Vac. Relief - Engine	0 0.0	0 0.0	0 0.0	0 0.0	0 0.0	141,741 1.0	141,741 1.0
Vac. Relief - Truck	0 0.0	0 0.0	0 0.0	0 0.0	0 0.0	0 0.0	0 0.0
SUBTOTALS	1,018,675	0	871,257	490,709	744,884	1,275,670	4,401,195
SUBTOTAL STAFF	6	0	6	3	6	9	30

ESTIMATED SUPPORT SERVICES

Administrative/Operational	14,600	per assigned Staff **	449,826	30.8
Volunteer Program	8,432	Per Entity Allocation	8,432	1.0
Medic Program		Medic FTE/Defib Basis	70,468	
Battalion Chief Support	63,943	.27 FTE per Station	191,829	3.0
Fleet Support	35,380	per Fire Suppression Equip	141,520	4.0
ECC Support		Calls/Station Basis	157,354	
Comm/IT Support		Calls/Station Basis	315,554	
Hazmat Support			22,331	
Facility Support		Assigned Staff/Station Basis	23,095	
SUPPORT SERVICES SUBTOTAL			1,380,409	

ESTIMATED DIRECT CHARGES

FIRE ENGINE USE AGREEMENT	23,200	each engine	69,600	3
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TOTAL STAFF COUNT

30

TOTAL **ESTIMATED** CITY BUDGET

\$5,951,204

* ESTIMATED STRUCTURAL FIRE TAX CREDIT

(1,966,426)

NET **ESTIMATED** CITY BUDGET

3,984,778

SUPPORT SERVICES

Administrative & Operational Services

Finance	Public Affairs
Training	Procurement
Data Processing	Emergency Services
Accounting	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

30.0	Assigned Staff
0.81	Battalion Chief Support
30.81	Total Assigned Staff
3	Fire Stations
5,421	Number of Calls
12	Assigned Medic FTE
4	Monitors/Defibs
3	Hazmat Stations
10	Number of Hazmat Calls

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

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/
Defibrillator replacement cycle.

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 13/14 POSITION SALARIES TOP STEP

253,131	DEPUTY CHIEF		
249,776	DIV CHIEF	23,200	FIRE ENGINE
234,458	BAT CHIEF	14,600	SRVDEL
169,779	CAPT	8,432	VOL DEL
189,531	CAPT MEDIC	5,571	MEDIC FTE
145,209	ENG	904	MEDIC MONITORS/DEFIBS REPLACEMENT
163,570	ENG/MEDIC	63,943	BATT DEL
124,147	FF II	11,559	ECC STATION
141,741	FF II/MEDIC	22,63	ECC CALLS
127,015	FIRE SAFETY SUPERVISOR	35,380	FLEET SUPPORT
118,433	FIRE SAFETY SPECIALIST	23,183	COMM/IT STATION
101,475	FIRE SYSTEMS INSPECTOR	45.38	COMM/IT CALLS
56,023	OFFICE ASSISTANT III	2,023	FACILITY STATION
66,145	SECRETARY I	567.53	FACILITY FTE
		2,527	HAZMAT STATION
		1,298.84	HAZMAT CALLS
		1,761	HAZMAT VEHICLE REPLACEMENT

FY 13/14 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and
520815	Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
	Maint-Office
521540	Equipment
521600	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