

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 7/27/14
 Departmental Concurrence

425



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

FROM: Fire

SUBMITTAL DATE:
August 27, 2014

SUBJECT: Fire Protection Agreement with the City of Cathedral City for Proposed Annexation Area (Annexation No. 2014-08-04) for three (3) years; District 4 / 4; [\$29,925]; Contract revenue from the City of Cathedral City subject to annual cost increases.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement to provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Cathedral City for the proposed Annexation Area, between the County of Riverside and the City of Cathedral City; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

BACKGROUND:

Summary

Continued on Page 2

[Signature]

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 9,682	\$ 9,972	\$ 29,925	\$ n/a	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Contract revenue from the City of Cathedral City subject to annual cost increase. **Budget Adjustment:** n/a

For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: **District:** 4/4 **Agenda Number:**

3-40

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Fire Protection Agreement with the City of Cathedral City for Proposed Annexation Area
(Annexation No. 2014-08-04) for three (3) years; District 4 / 4; [\$29,925]; Contract revenue from the
City of Cathedral City subject to annual cost increases.**

DATE: August 27, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Riverside County Local Agency Formation Commission (LAFCO) is being asked to approve the City of Cathedral City's Application for Annexation proposal LAFCO 2014-08-4. Once approved, LAFCO will designate the City of Cathedral City as the conducting authority. However, the city wishes for the county to continue to provide fire services to the subject area. Given the city's desire, and in preparation of the annexation, the City of Cathedral City and the Riverside County Fire Department, on behalf of the county, entered into negotiations to define their various respective responsibilities for the provision of fire protection services in the subject area. An agreement was reached on the terms regarding Fire Protection Services for the annexed area. The agreement shall become valid only upon the effective date of the Annexation. Should the proposed Annexation fail to be completed for any reason, the agreement shall be null and void. The term of the agreement is from the effective date of the annexation through to June 30, 2017.

The subject area is defined as approximately 678 acres generally located north of Interstate Highway 10 along Varner Road corridor, west of Rio Del Sol Road, and south of Varner Road, and west of Da Vall Drive. The site is located within lower alluvial areas of the Indio Hills to the north and contains primarily Sonoran Creosote bush scrub habitat. The community of Thousand Palms is located immediately to the east of the proposed subject area.

Impact on Citizens and Businesses

The subject area will continue to receive Fire Protection Services from the County of Riverside through this Agreement. Also, the annexation is uninhabited; therefore, there will be no impact to the business or citizens of the area.

SUPPLEMENTAL:

Additional Fiscal Information

Upon approval of the Annexation Area, the County will receive estimated revenue of \$ 10,000. The initial revenue amount will vary dependent on the date of final annexation. The revenue will increase each year based on the increase of Structural Fire Taxes for the annexed area.

Contract History and Price Reasonableness

This is an initial contract with the City of Cathedral City for Fire Protection Services.

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR
THE CITY OF CATHEDRAL CITY IN ANNEXATION PROPOSAL LAFCO 2014-08-4**

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, 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 Cathedral City, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The Riverside County Local Agency Formation Commission (LAFCO) is being asked to approve Annexation Proposal No. LAFCO 2014-08-4.

In preparation of the annexation, CITY and COUNTY wish to enter into this Agreement, to define their various respective responsibilities for the provision of fire protection services in the Annexed Area.

The Annexed Area is defined as approximately 678 acres generally located north of Interstate Highway 10 along Varner Road corridor, west of Rio Del Sol Road, south of Varner Road, and east Da Vall Drive, which is the subject of the Annexation and which is more specifically described in Exhibit "A" hereto.

The COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") will 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") within the Annexed Area. 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 with existing COUNTY services. 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 providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY within the Annexed Area.

B. 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 within the Annexed Area.

B. The CITY will compensate the COUNTY the equivalent of the COUNTY'S annual funding for the Annexed Area had the area remained under COUNTY jurisdiction. The COUNTY'S funding for fire services to the Annexed Area is currently composed of the Annexed Area's structural fire taxes and an additional County general fund component. The anticipated annual cost formula for the CITY is comprised of two parts.

1. The Annexed Area's structural fire tax, as determined each year based upon that current year's assessed valuation; and,

2. The additional amount the COUNTY would have funded in addition to structural fire taxes had the Annexed Area remained unincorporated. This amount is calculated on the COUNTY Fire Department's general fund allocation ratio from the fiscal year in which the Agreement is initially approved. This ratio will be reassessed five years from the initial date of the approved Annexation.

3. For Fiscal Year 2014/2015 the initial cost to the CITY is \$9,682.00, and includes:

- a. The Annexed Area structural fire tax revenue of \$5,770; and
- b. The COUNTY Fire Department general fund ratio component of 67.80% of the Annexed Area structural fire tax amount. This amount is calculated as \$3,912.00

C. The CITY will be invoiced on December 31st of each fiscal year. The CITY shall make payment to the COUNTY within thirty (30) days of the submittal of the invoice from the COUNTY to the CITY. The cost of services provided by COUNTY during the initial year (FY 14/15) of the Agreement will be a prorated amount based upon the Annexation date. All future years of the Agreement will be billed at the full calculated rate for that fiscal year.

1. Invoicing, and payment for services for Fiscal Year 2014/15 is dependent on LAFCO's approval of CITY's Application for Annexation. In the event that approval of the Application for Annexation occurs after December 31, 2014, the COUNTY shall invoice CITY no later than 30 days from the effective date of Annexation, and CITY shall remit payment within 30 days of the billing date.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from the date of LAFCO approval of the CITY's Application for Annexation through June 30, 2017.

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.

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 pursuant to the terms 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. 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. If CITY and COUNTY are actively negotiating the terms to a new Agreement, the parties may enter into an amendment of this Agreement to extend the term up to an additional one year period. This additional period may apply to the original end date of this Agreement or can be an additional extension beyond the one year extension provided for in Section IV.C., above. No extension shall be beyond two years from the original end date.

E. The cost of services provided by COUNTY during any extended period shall be based upon the prorated amount that would have been charged to CITY during the fiscal year in which any extended period falls. Payment by CITY for services rendered by COUNTY during the extended period shall be in accordance with Section III, of this Agreement.

SECTION V: TERMINATION

This Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: EFFECTIVE DATE AND CONTINGENT NATURE OF CONTRACT

This Agreement is entered into with the understanding that LAFCO has not approved CITY's Application for Annexation. The Parties to the Agreement understand that this Agreement shall be null and void should the proposed annexation fail to be completed for any reason. The Parties further agree that this Agreement shall not become effective, and the parties shall not be obligated to perform under the Agreement, until the effective date of the Annexation.

SECTION VII: COOPERATIVE OPERATIONS

During the term of this Agreement for Services the COUNTY shall respond to fire protection emergencies that include basic life support services, hazardous materials response and other related fire protection services with the Annexed Area as well as mutually respond to structure fires with the CITY pursuant to Section VIII: Mutual Aid, below, as needed.

An Operational Plan shall be developed between the CITY Fire Chief and the COUNTY Fire Chief or designee to implement the operational details and procedures of all emergency incidents subsequent to this Agreement as necessary. This Operational Plan shall be reviewed annually by the same parties.

In the event the CITY elects to use COUNTY funded Fire Marshal services for the Annexed Area, the CITY hereby authorizes the COUNTY to provide those services at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION VIII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 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: 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 XI: AUDIT

A. 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).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XII: 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 mediation. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. Venue for litigation shall be in Riverside County. Unless otherwise noted, each party shall bear their own costs in all dispute resolutions.

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 XIII: 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 CATHEDRAL CITY

City Manager
City of Cathedral City
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234

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 XIV: ENTIRE CONTRACT

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 CATHEDRAL CITY

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

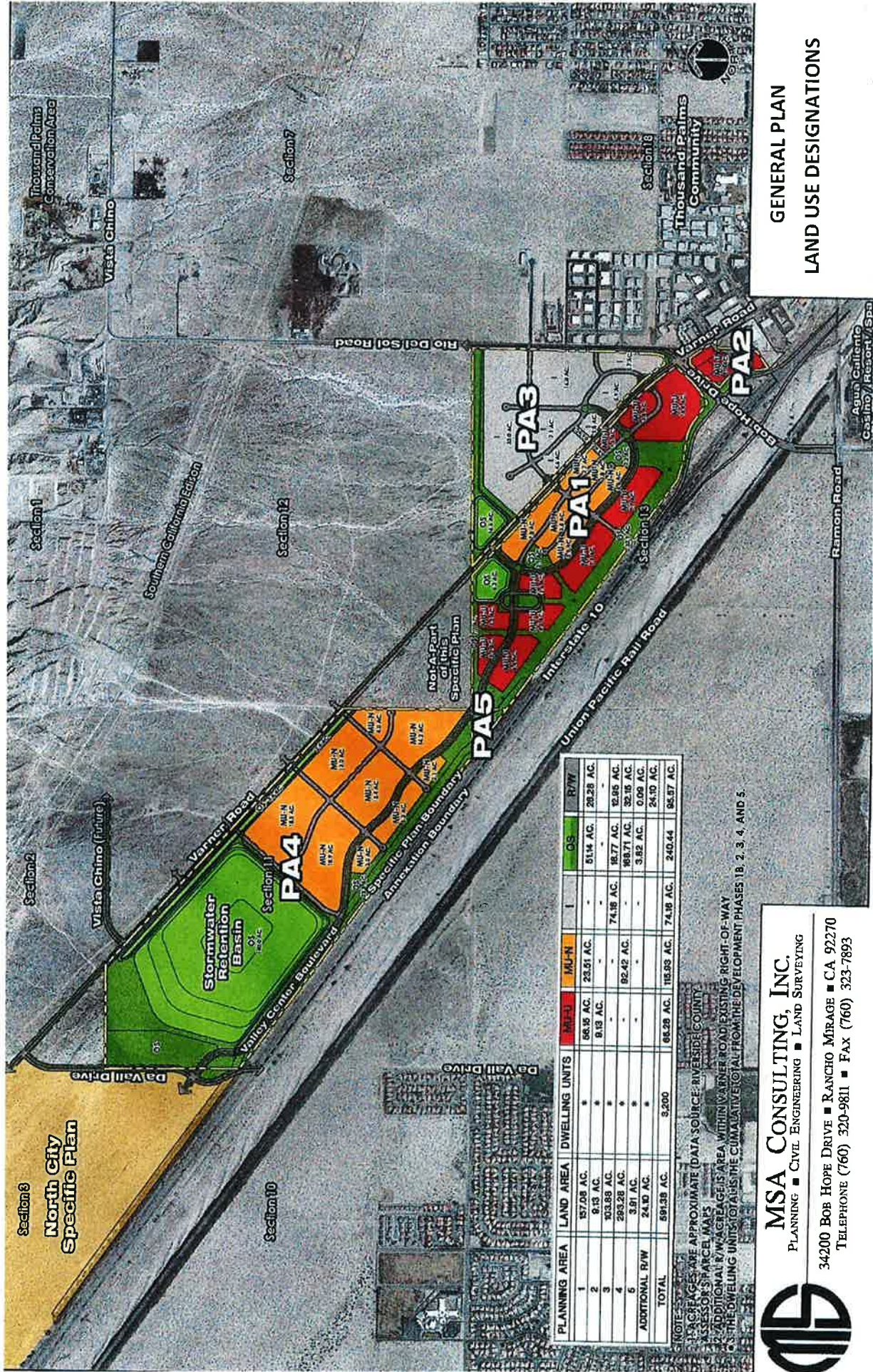
KECIA HARPER-IHEM
Clerk of the Board

By:  _____
ERIC STOPHER
Deputy County Counsel


By: _____
Deputy

(SEAL)

EXHIBIT A



GENERAL PLAN
 LAND USE DESIGNATIONS



MSA CONSULTING, INC.
 PLANNING ■ CIVIL ENGINEERING ■ LAND SURVEYING
 34200 BOB HOPE DRIVE ■ RANCHO MIRAGE ■ CA 92270
 TELEPHONE (760) 320-9811 ■ FAX (760) 323-7893