

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

209



**FROM:** Fire

**SUBMITTAL DATE:**  
March 27, 2012

**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, 2015.

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

\_\_\_\_\_  
John R. Hawkins, County Fire Chief

<b>FINANCIAL DATA</b>	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

<b>SOURCE OF FUNDS:</b> 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**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: April 10, 2012  
xc: Fire, Auditor(2), EO

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 05/13/08 Item 3.16 | District: 3/1 | Agenda Number:  
02/07/12 Item 3.40

**3.21**

FORM APPROVED COUNTY COUNSEL  
BY:   
DATE: 3/21/12  
Department of Administration

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

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

<input checked="" type="checkbox"/> Policy	<input checked="" type="checkbox"/> Policy
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Consent
<input type="checkbox"/> Policy	<input type="checkbox"/> Policy
<input type="checkbox"/> Consent	<input type="checkbox"/> Consent

**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 10 day of April, 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 "Total Estimated Budget" per attached Exhibit A, rather, the use of all other revenue sources shall offset the CITY's "Total Estimated Budget".

D. This Agreement will remain in force with the current cost share funding arrangement only as long as the current level of staffing with one of the members being a career paramedic.

## 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.

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 one-half of the increased revenue, and will decrease the COUNTY's cost-sharing contribution by one-half of the total increase of the Structural Fire Tax Revenue.

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.

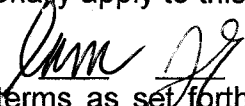
2. In the event CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

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, 2015. Subject to the terms in Section V, below, 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 requested termination date. 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.

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

Notice of termination, pursuant to Section IV.A. above by COUNTY or CITY cannot be given prior to June 30, 2013, which means neither COUNTY nor CITY shall have the power to abrogate or otherwise terminate this Agreement prior to June 30, 2014. 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. CITY may engage in such recovery if COUNTY does not.

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 work to ensure that the Fire Station within the city limits owned by the Canyon Lake Property Owners Association subject to the terms outlined in a separate Fire Station Lease Agreement dated March 21, 2006, is provided for the entire length of this agreement.

#### 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: 4-9-2012

CITY OF CANYON LAKE

By: Lori Moss

Title: City Manager

ATTEST:

By: Murali A. Hamilton

Title: City Clerk, Assistant

(SEAL)

APPROVED AS TO FORM:

Christina J. Martyn, City Attorney  
124 92

Dated: APR 10 2012

COUNTY OF RIVERSIDE

By: John Tavaglione

Chairman, Board of Supervisors

JOHN TAVAGLIONE

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By: [Signature]  
Deputy

(SEAL)

APPROVED AS TO FORM:

PAMELA J. WALLS,  
County Counsel

By: [Signature]  
Eric Stopher  
Deputy County Counsel

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

	CAPTAIN'S ----- CAPTAIN'S MEDICS		ENGINEER'S ----- ENGINEER MEDICS		FF II'S ----- FF II MEDICS		TOTALS -----			
<b>STA #60</b>										
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	0	0.0
Vacation Relief	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
<b>SUBTOTALS</b>	<b>160,065</b>		<b>273,789</b>		<b>234,071</b>		<b>400,028</b>		<b>1,067,953</b>	
<b>SUBTOTAL STAFF</b>	<b>1</b>		<b>2</b>		<b>2</b>		<b>3</b>		<b>8</b>	
<b>SUPPORT SERVICES</b>										
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			40,671	
Hazmat Support									4,856	
<b>SUPPORT SERVICES SUBTOTAL</b>									<b>302,374</b>	
<b>ESTIMATED DIRECT CHARGES</b>										
<b>FIRE ENGINE USE AGREEMENT</b>					19,200	each engine			19,200	1
<b>TOTAL STAFF COUNT</b>										<b>8.25</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>										<b>\$1,400,233</b>
<b>OTHER REVENUE SOURCES (Section I, C of Agreement - Only FY 11/12 &amp; 12/13)</b>										<b>(125,000)</b>
<b>RIVERSIDE COUNTY COST SHARE (Only FY 11/12, 12/13, 13/14, 14/15)</b>										<b>(132,000)</b>
<b>TOTAL ESTIMATED CITY OBLIGATION</b>										<b>\$1,143,233</b>

**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  
 118,633 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  
 35.65 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  
 520815 Custodial Supp  
 520830 Laundry Services  
 520840 Household Furnishings  
 520845 Trash  
 521380 Maint-Copier Machines  
 521440 Maint-Kitchen Equipment  
 Maint-Office  
 Equipment  
 521540  
 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 Internd 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

\$ 19,200.00

\$ 19,200.00

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.

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.38**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the recommendation from Fire regarding Approval of the Fire Protection Services Agreement with the City of Canyon Lake, 3<sup>rd</sup>/1<sup>st</sup> District is continued to Tuesday, March 13, 2012 at 9:00 a.m.

Roll Call:

Ayes: Buster, Tavaglione, Stone and Benoit  
Nays: None  
Absent: Ashley

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on February 28, 2012 of Supervisors  
Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: February 28, 2012  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.

xc: Fire, CØB

3.23





# MEMORANDUM

EXECUTIVE OFFICE, COUNTY OF RIVERSIDE

**Larry Parrish**  
Interim County Executive Officer

**Jay E. Orr**  
Assistant County Executive Officer

**TO:** Kecia Harper-Ihem, COB

**FROM:** Jay E. Orr, Assistant CEO 

**DATE:** March 6, 2012

**RE: CONTINUANCE**

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The Fire Department and Executive Office are requesting the item below be continued to March 27, 2012:

Approval of the Fire Protection Services Agreement with City of Canyon Lake (3.38 -2/28/12).

H:\dGRANT\form 11s\continuance.doc

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.40

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Fire regarding Approval of the Fire Protection Services Agreement with the City of Canyon Lake, 3<sup>rd</sup>/1<sup>st</sup> District, is continued to Tuesday, February 28, 2012 at 9:00 a.m. and IT WAS FURTHER ORDERED that a \$25,000 match of CID funds by Districts 1, 3 and 5 is approved.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on February 7, 2012 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: February 7, 2012  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.  
3.40

xc: Fire, COB

3.38

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

249



**FROM:** Fire

**SUBMITTAL DATE:**  
February 2, 2012

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

**RECOMMENDED MOTION:** That the Board of Sup...

1. Approve the attached Cooperative Agreement for Fire Rescue, and Medical Services for the City of Canyon Lake; and
2. Authorize the Chairman of the Board to execute the same on behalf of the County.

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*Bob Treanor*  
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**BACKGROUND:** The City of Canyon Lake desires to contract with the Riverside County Fire Department, and as such, the level of service to be provided to the City of Canyon Lake through June 30, 2013.

*[Signature]*  
John

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 217,000.00	Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 217,000.00	Budget Adjustment:	No
	Annual Net County Cost:	\$ 217,000.00	For Fiscal Year:	11/12

<b>SOURCE OF FUNDS:</b> 100 % 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: *[Signature]*  
County Executive Office Signature **Christopher M. Hans**

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* MARSHAL VICTOR  
DATE: 2/2/12  
Departmental Concurrence

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

**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 fire engine staffing costs, as set forth in Exhibit A, attached hereto and made a part hereof.

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", 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.

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 Exhibit "A" 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. 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 the 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. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A," as amended. 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, 2013. 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 two 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,

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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

A Fire Station shall be provided pursuant to the 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, City, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

## 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

Lori Moss, 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:

KECIA HARPER-IHEM  
Clerk of the Board

PAMELA J. WALLS,  
County Counsel

By: Marsha L Victor 2/2/12

MARSHA L. VICTOR  
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  
ESTIMATE DATED JANUARY 30, 2012 FOR FY 11/12

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS
<b>STA #60</b>							
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
<b>SUBTOTALS</b>	<b>160,065</b>	<b>0</b>	<b>273,789</b>	<b>0</b>	<b>234,071</b>	<b>400,028</b>	<b>1,067,953</b>
<b>SUBTOTAL STAFF</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>8</b>
<b>SUPPORT SERVICES</b>							
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		40,671
Hazmat Support							4,856
<b>SUPPORT SERVICES SUBTOTAL</b>							<b>302,374</b>
<b>ESTIMATED DIRECT CHARGES</b>							<b>10,705</b>
FIRE ENGINE USE AGREEMENT				19,200	each engine		19,200 1
<b>TOTAL STAFF COUNT</b>							<b>8.25</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>							<b>\$1,400,233</b>
<b>COUNTY OF RIVERSIDE SHARE</b>							<b>(\$217,000)</b>
<b>ADJUSTED TOTAL ESTIMATED CITY BUDGET</b>							<b>\$1,183,233</b>
<b>OTHER REVENUE SOURCE</b>							<b>(\$75,000)</b>
<b>FINAL ADJUSTED TOTAL ESTIMATED CITY BUDGET</b>							<b>\$1,108,233</b>

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  
 118,633 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  
 35.65 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  
 520830 Household Furnishings  
 520845 Trash  
 521380 Maint-Copier Machines  
 521440 Maint-Kitchen Equipment  
 Maint-Office  
 Equipment  
 521540 Maint-Service Contracts  
 521600 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

\$ 19,200.00

\$ 19,200.00

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.



Verbatim on final motion  
Item 3.40 of February 7, 2012

{10:02:09}

[Supervisor Buster]

... to work a deal with the City of Lake Elsinore for this westside area that's on 74, and could have a lot of wildfires in addition to all the traffic, kinda accidents, some heavy duty that you have over there on 74 and down to the freeway, because they can't get the Rosetta Canyon station open yet. So losing this station really does damage that's protection on the Westside. But I understand your concerns about, even though we do have these cooperative arrangements with other cities, some around the county. Maybe we need to scrutinize all that picture.

But here for the short term, I just want to get something done and come back to it, but if we can, - I've already offered, I don't know, \$50 - \$75,000 of my CID funds into the mix, and I'm happy to reintroduce that.

If we can reduce the general fund amount and get a couple of CID injections in there...

[Supervisor Stone] .. I'd be happy to help.

[Supervisor Buster] OK – good. Then I think we've solved our problem here, and we can come – I mean our issue here today – chief of the longer term, I mean, we need to look at all this picture and come back.

We're going to have to come back, cause you point out this year's almost gone, and we need to come back and look and see what we're going to do in a countywide respect going forward.

[Supervisor Stone] Mr. Chair, I'd like to make a recommendation.

I'd like to move that we continue this item for two weeks and come back with either a funding mechanism of Supervisor's that are willing to contribute CID, I being one – Supervisor Buster – and an analysis of potential contracting with the Menifee Fire Department or the Lake Elsinore Fire Department, on how that structure could be accomplished in the best interest of providing response times that is conducive to superior public safety.

Three weeks?

Three weeks.

And in the mean-time Supervisor Buster and I will be happy to contribute immediately \$25,000 each out of our funds to jump start public safety programs in Canyon Lake so we don't see any interruption to service, mayor, if that's ok...

[Supervisor Ashley] OK. I'll match you on that.

[Supervisor Stone] OK. Thank you Supervisor.

[Chairman Tavaglione] So we have a motion to continue this for three weeks to what day? February 28<sup>th</sup>, with the, I guess, approval today for \$25,000 match of CID funds by districts 1, 5 and 3.

[Supervisor Buster] And Chief, as part of that call back on those, you mentioned some other areas around the county where there's already ongoing general fund support.

Could you just, when you come back, show us what those dollars are as well?

[Chief ..] Yes, we'll be glad to do that. We'll be glad also ..

[Supervisor Stone]

And the mutual aid responsibilities...

Yes, we'll be glad to answer Supervisor Tavaglione, that Elsinore and Menifee are partner cities so it'd be kind of an internal contracting thing. It's a little different than Corona.

But we will look at and come back with different options on how we can do this.

[Supervisor Stone] Thank you Chief for your service.

[Chairman Tavaglione] OK. Motion, seconded by .. uh whom.

[Supervisor Ashley] I'll second it if it hasn't been seconded.

[Chairman Tavaglione] OK. Motion and second. Please vote. Motion is unanimous.

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** BARRY TALBOT

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** 2-7-12 **Agenda #** 3,40

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

**Support**       **Oppose**       **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

**Support**       **Oppose**       **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

**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:

KECIA HARPER-IHEM  
Clerk of the Board

PAMELA J. WALLS,  
County Counsel

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**

STA #60	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF I'S	FF II MEDICS	TOTALS	
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	0 0.0
Vacation Relief	0	0.0	0	0.0	0	0.0	0 0.0	0 0.0
<b>SUBTOTALS</b>	<b>160,065</b>	<b>0</b>	<b>273,789</b>	<b>0</b>	<b>234,071</b>	<b>400,028</b>		<b>1,067,953</b>
<b>SUBTOTAL STAFF</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>3</b>		<b>8</b>

**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	40,671	
Hazmat Support			4,858	
<b>SUPPORT SERVICES SUBTOTAL</b>			<b>302,374</b>	

**ESTIMATED DIRECT CHARGES**

FIRE ENGINE USE AGREEMENT	19,200	each engine	19,200	1
<b>TOTAL STAFF COUNT</b>				<b>8.25</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>			<b>\$1,400,233</b>	
<b>OTHER REVENUE SOURCES (Section I, C of Agreement - Only FY 11/12 &amp; 12/13)</b>			<b>(125,000)</b>	
<b>RIVERSIDE COUNTY COST SHARE (Only FY 11/12, 12/13, 13/14, 14/15)</b>			<b>(132,000)</b>	
<b>TOTAL ESTIMATED CITY OBLIGATION</b>			<b>\$1,143,233</b>	

**SUPPORT SERVICES**

Administrative & Operational Services	8.0	Assigned Staff
Finance	0.23	Battalion Chief Support
Training	8.23	Total Assigned Staff
Data Processing		
Accounting		
Personnel		
Procurement		
Emergency Services		
Fire Fighting Equip.		
Office Supplies/Equip.		
	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  
 180,065 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  
 81,154 OFFICE ASSISTANT III  
 65,232 SECRETARY I

19,200 FIRE ENGINE  
 14,849 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  
 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  
 521680 Maint-Telephone  
 521680 Maint-Underground Tanks  
 522310 Maint-Building and Improvement  
 522380 Maint-Extermination  
 522860 Medical-Dental Supplies  
 522870 Other Medical Care Materials  
 522880 Pharmaceuticals  
 523220 Licenses And Permits  
 523680 Office Equip Non Fixed Assets  
 528700 Rent-Lease Bldgs  
 528840 Locks/Keys  
 527280 Awards/Recognition  
 529500 Electricity  
 529510 Heating Fuel  
 529550 Water  
 537240 Interfnd Exp-Utilities  
 542080 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

\$ 19,200.00

\$ 19,200.00

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.