

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

330



**FROM: FIRE**

**SUBMITTAL DATE:**  
January 16, 2014

**SUBJECT:** Approval of the Cooperative Agreement for the Purpose of Automatic Aid Fire Protection and Emergency Services Between Riverside County Fire Department and the City of Corona until terminated by either Party [\$734,522 annually]; Prop 172 and Structural Fire Taxes 44%, Misc. Revenues 1%, and General Funds 55% from the Riverside County Fire Department subject to annual cost increase. District 2 / District 2

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Cooperative Agreement for the Purpose of Automatic Aid Fire Protection and Emergency Services Between Riverside County Fire Department and the City of Corona; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

**BACKGROUND:**

Summary  
Continued on Page 2

John R. Hawkins,  
County Fire Chief

| FINANCIAL DATA         | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT<br>(per Exec. Office)  |
|------------------------|----------------------|-------------------|-------------|---------------|---|
| <b>COST</b>            | \$ 734,522           | \$ 734,522        | \$ 0.00     | 734,522*      | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| <b>NET COUNTY COST</b> | \$ 0.00              | \$ 0.00           | \$ 0.00     | \$ 0.00       |   |

**SOURCE OF FUNDS:** Structural Fire Taxes, Contract Revenues, and General Funds. Prop 172 and Structural Fire Taxes 44%, Misc. Revenues 1%, and General Funds 55%. \*Yearly adjustment for standard cost increase based upon data for the prior calendar year.

**Budget Adjustment:** No

**For Fiscal Year:** 13/14

**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature**

BY:   
Tina Grande

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: February 11, 2014  
xc: Fire

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:** 10/01/02 Item 3.21 | **District:** 2/2 | **Agenda Number:**  
And 06/14/11 Item 3.25

**BACKGROUND:**

**3-16**

FORM APPROVED COUNTY COUNSEL  
BY: ERIC STOPHER  
DATE: 1/23/14

Positions Added   
Change Order   
A-30   
4/5 Vote

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

**FORM 11:** Approval of the Cooperative Agreement for the Purpose of Auto Aid for the City of Corona

**DATE:** January 16, 2014

**PAGE:** 2 of 2

**Summary (continued)**

The Riverside County Fire Department desires to continue contracting for Automatic Aid Fire Protection Services with the City of Corona, and as such, the two agencies have reached an agreement as to the level of service to be provided to the County. The term of this agreement shall be effective as of the day and year first written, and shall continue until terminated by either Party, at its sole discretion for any or no reason, by giving on hundred and twenty (120) days' written notice to the other Party.

**Impact on Citizens and Businesses**

There are no changes in the Agreement from last fiscal year; therefore, there are no impacts on businesses or citizens of the City of Corona due to the renewal of this agreement.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The total estimated contract cost for FY 13/14 shall be \$734,522. The total compensation shall be adjusted on July 1, 2014 and each July 1<sup>st</sup> thereafter. The City and County shall meet annually on or before March 1<sup>st</sup> to review and adjust the total compensation to be paid for the upcoming fiscal year, based upon data for the prior calendar year, as provided in Section 3.14.3 of this Agreement. Following such meeting, the City shall notify County in writing of the adjusted total compensation to be paid for the upcoming fiscal year, and shall provide any data used to substantiate the adjusted total compensation.

**Contract History and Price Reasonableness**

The Riverside County Fire Department has been contracting with City of Corona since 1989. This Agreement is a combination of two previous Agreements which we have updated and combined into this one Agreement for efficiency, and cost savings due to the reduction of coverage area of the Communities of Coronita, El Cerrito, Sycamore Creek, Home Gardens, Lake Hills, & State Responsibility Areas. The estimated cost decrease for FY 13/14 is -.091% from the previous FY 12/13. There were no changes in the Agreements level of County staffing since the previous signed Agreement in FY 11/12.



**RIVERSIDE COUNTY FIRE DEPARTMENT**  
IN COOPERATION WITH  
THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

**John R. Hawkins ~ Fire Chief**  
210 West San Jacinto Avenue ~ Perris, CA 92570  
(951) 940-6900 ~ www.rvcfire.org

PROUDLY SERVING THE  
UNINCORPORATED AREAS  
OF RIVERSIDE COUNTY  
AND THE CITIES OF:

- BANNING
  - BEAUMONT
  - CALIMESA
  - CANYON LAKE
  - COACHELLA
  - DESERT HOT SPRINGS
  - EASTVALE
  - INDIAN WELLS
  - INDIO
  - JURUPA VALLEY
  - LAKE ELSINORE
  - LA QUINTA
  - MENIFEE
  - MORENO VALLEY
  - NORCO
  - PALM DESERT
  - PERRIS
  - RANCHO MIRAGE
  - RUBIDOUX CSD
  - SAN JACINTO
  - TEMECULA
  - WILDOMAR
- BOARD OF SUPERVISORS:
- KEVIN JEFFRIES  
DISTRICT 1
  - JOHN TAVAGLIONE  
DISTRICT 2
  - JEFF STONE  
DISTRICT 3
  - JOHN BENOIT  
DISTRICT 4
  - MARION ASHLEY  
DISTRICT 5

January 21, 2014

**TO: TINA GRANDE,**  
Principal Management Analyst  
Riverside County Executive Office

**FROM: KAREN GIPSON,**  
Administrative Services Officer  
Riverside County Fire Department

**RE: Form 11 and Cooperative Agreement for the purpose of**  
Automatic Aid with the City of Corona

The enclosed Form 11 and Cooperative Agreement for the Purpose of Automatic Aid Fire Protection and Emergency Services between the Riverside County Fire Department and the City of Corona has been reviewed and signed by the City Council and County Fire Chief Hawkins.

Please review this document. If it meets your approval, please sign and forward on to the Board of Supervisors to be placed on the calendar for hearing. If there is anything you do not approve of, please contact me as soon as possible.

We have combined two previous Agreements into this one Cooperative Agreement, renewing and updating the contents. Over the years the City and County boundaries have changed. We have found that these two Agreements could now be combined into one, and make it more convenient for both parties. County Counsel has reviewed this Agreement and we have made all of his recommended changes. And this is the Agreement that I sent the Form 11 in advance to you, and I have made the changes you recommended. Please let me know if there are any further recommendations?

Thank you for your time.

Karen

**COOPERATIVE AGREEMENT  
FOR THE PURPOSE OF  
AUTOMATIC AID  
FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN  
RIVERSIDE COUNTY FIRE DEPARTMENT AND THE CITY OF CORONA  
(COMMUNITIES OF CORONITA, WEST CORONA AND EL CERRITO)**

**1. PARTIES AND DATE.**

This Agreement ("AGREEMENT") is made and entered into this 4th day of December, 2013 by and between the County of Riverside by and through the County Fire Department (hereinafter referred to as "COUNTY") and the City of Corona (hereinafter referred to as "CITY"). The COUNTY and CITY may be individually referred to as "Party" and collectively as "Parties" throughout this AGREEMENT.

**2. RECITALS.**

2.1 The CITY and COUNTY maintain as part of their public and municipal services, organized and equipped fire departments charged with the duty of fire protection, rescue, emergency medical services, public service assists, and other emergency services within their respective jurisdictions.

2.2 The CITY and COUNTY believe it is to the mutual benefit of each Party that the fire protection, rescue, emergency medical services and public service assists (hereinafter called "Fire Services") of the CITY be, in some circumstances, extended in the jurisdiction of the COUNTY.

2.3 The purpose of this AGREEMENT is to arrange for the CITY to provide the COUNTY with automatic aid fire protection, rescue, emergency medical services and public service assists.

2.4 The CITY has acknowledged its AGREEMENT to provide a specified response for Fire Services to the areas covered by this AGREEMENT, and to establish the specific details of the Fire Services and the operational policies and procedures which may be necessary to effectuate this AGREEMENT.

2.5 The Parties believe that entering into this AGREEMENT is necessary to enhance the level of services provided to the affected areas, and to establish the terms and conditions under which the CITY is to be reimbursed for its Fire Services under this AGREEMENT.

2.6 The Parties acknowledge and agree that the CITY'S responses to a request for assistance may be delayed or denied, in the CITY'S sole and absolute discretion, based upon an existing emergency, damage to its equipment, or staffing needs within its jurisdiction. If the CITY is unable to respond, it will immediately notify COUNTY.

2.7 The COUNTY is authorized to enter into this AGREEMENT pursuant to California Health and Safety Code Sections 13050 and 13054.

2.8 The CITY is authorized to enter into this AGREEMENT pursuant to California Government Code Section 55632.

**3. TERMS.**

3.1 Termination of 2002 and 2011 Agreements. This AGREEMENT shall supersede and terminate that previous agreement between the Parties, dated July 17, 2002, titled A Cooperative Agreement Between the City of Corona and County of Riverside to Provide Fire Protection, Rescue and Medical Aid, as well as that previous agreement between the Parties, dated June 14, 2011, titled A Cooperative Agreement Between the City of Corona and the County of Riverside to Provide Fire Protection, Rescue and Medical Emergency Services and Public Service Assists.

3.2 Emergency Response Area – City Response. Except as provided in Section 3.3 below, which section outlines the COUNTY's response obligations, the CITY agrees to respond with appropriate manpower and equipment to calls for emergency Fire Services within the Emergency Response Area, defined in Exhibit "A" attached hereto and incorporated herein by reference, with its closest available engine(s) and/or truck company(ies). The Emergency Response Area consists of the following:

- A. Coronita Response Area. The Coronita Response Area, as defined in Exhibit "A" attached hereto and as graphically depicted in Exhibit "C" attached hereto and incorporated herein by reference.
- B. Station 15 Primary Response Area. The Station 15 Primary Response Area, as defined in Exhibit "A" attached hereto and as graphically depicted in Exhibit "D" attached hereto and incorporated herein by reference.
- C. Station 15 Secondary Response Area. The Station 15 Secondary Response Area, as defined in Exhibit "A" attached hereto and as graphically depicted in Exhibits "E-1", "E-2" and "E-3" attached hereto and incorporated herein by reference.

3.3 Emergency Response Area – County Response. The COUNTY's response obligations within the Emergency Response Area consist of the following:

- A. Coronita Response Area. COUNTY shall provide the closest engine(s) or truck company(ies) and a Chief Officer for all reported fires or multi company responses within the Coronita Response Area.
- B. Station 15 Primary Response Area. COUNTY shall provide the entire response within the Station 15 Primary Response Area, with the exception of the engine(s) and or

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truck company(ies) provided by CITY pursuant to Section 3.2 above.

- C. Station 15 Secondary Response Area. COUNTY shall provide the entire response within the Station 15 Secondary Response Area, with the exception of the engine(s) and or truck company(ies) provided by CITY pursuant to Section 3.2 above.

3.4 Communications. Communications between dispatch centers will be conducted by the most expedient method reasonably available, including the Riverside County Public Safety Intercom or commercial telephone. The requesting Party will be notified if the requested resources are not responding from the closest station to the incident. In those cases, the dispatch center sending the resources will provide estimated times of arrival for the resources responding.

3.4.1 Coronita Response Area - 911 Calls. For all incidents in the Coronita Response Area involving Fire Services for which the CITY is responsible under this AGREEMENT, the COUNTY agrees to transfer 911 calls to the CITY from the COUNTY's initial public answering point. The COUNTY will ensure that the modification to the Master Street Address Guide (MSAG) shows the primary fire agency, as indicated on the 911 screen, to be the CITY. However, all fire responses within the area considered to be State Responsibility Area lands, as graphically depicted in Exhibit "F" attached hereto and incorporated herein by reference ("SRA"), will immediately upon dispatch be transferred to the Perris Emergency Command Center, which will serve as the unified ordering point. CITY will advise COUNTY of the response within the SRA and request a frequency assignment from the COUNTY.

3.4.2 Station 15 Primary Response Area - 911 Calls. For all incidents in the Station 15 Primary Response Area involving Fire Services for which the CITY is responsible under this AGREEMENT, the COUNTY shall serve as the secondary public safety answering point and communications center.

3.4.3 Station 15 Secondary Response Area - 911 Calls. For all incidents in the Station 15 Secondary Response Area involving Fire Services for which the CITY is responsible under this AGREEMENT, the COUNTY shall serve as the secondary public safety answering point and communications center.

3.5 Augmented Resources (Mutual Aid). The Parties may augment resources for incidents as they deem operationally necessary. All augmented resources will be considered mutual aid for the purpose of this AGREEMENT.

3.6 Dispatch Services. For all incidents in the Emergency Response Area involving Fire Services for which the CITY is responsible under this AGREEMENT, the CITY will be responsible for providing, or contracting for the provision of, dispatch services for its own equipment and staffing.

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3.7 Incident Reports. Annually, by February 1st, the CITY shall forward to the COUNTY Fire Chief an electronic report summarizing each kind and type of incident to which CITY responded under this AGREEMENT during the previous calendar year.

3.8 Hazardous Materials Response. The COUNTY shall continue responding to hazardous materials incidents within the Emergency Response Areas at no cost to the CITY.

3.9 Fire Investigations and Reporting. The COUNTY shall be responsible for all fire investigations and complete fire reports, including but not limited to, primary cause and origin, within the Emergency Response Area. COUNTY will respond with at least one engine to all reported fires within the Emergency Response Areas.

3.10 City Annexation 108 Obligations. Nothing in this AGREEMENT nullifies the CITY's obligations with respect to providing police and fire protection services within the area governed by Riverside County Local Agency Formation Commission Annexation 108, as set forth in that Agreement for the Provision of Police and Fire Protection Services and Road Maintenance (Agreement 108) dated November 5, 2008.

3.11 Limitations on Response. All of the CITY'S obligations under this AGREEMENT shall be expressly contingent upon its staffing and equipment availability, as well as existing fire and other emergency conditions in the jurisdictional area of the CITY, as determined by the CITY pursuant to its sole and absolute discretion. The CITY'S response within the Emergency Response Area shall not be allowed to interfere with its responsibility or ability to respond to emergencies or other incidents within its own jurisdiction. The COUNTY will respond to all incidents within the Emergency Response Area when notified by the CITY that adequate CITY resources are not available due to emergencies or other demands within the CITY. The CITY shall endeavor to notify the COUNTY in advance when it knows CITY resources will not be available to respond to the Emergency Response Area.

3.12 Polices and Procedures. The specific details of the Fire Services to be provided by the CITY within the Emergency Response Area and the general operational policies and procedures which may be necessary to effectuate this AGREEMENT, including the boundary drops and units responses, shall be determined by the CITY and COUNTY Fire Chiefs, or their designees. Currently, this information is provided for in Exhibit "A" attached hereto. The Fire Chiefs or their designees shall meet at least annually for the purpose of considering revisions to these policies and procedures, which shall be documented in writing by the Parties. Each Party agrees to work closely with each other in the performance of this AGREEMENT, to be available to each other at all reasonable times, and to take all further actions necessary and reasonable to implement the full intent of this AGREEMENT.

### 3.13 Insurance.

3.13.1 Workers' Compensation. The CITY and COUNTY shall each maintain Worker's Compensation Insurance or self-insurance for their own employees without cost to the other Party. In the event that an employee of a responding Party pursues a workers' compensation claim for an incident which occurred while responding in the jurisdictional limits of the other Party pursuant to this AGREEMENT, the Parties understand, acknowledge and agree that the responding Party, rather than the requesting Party, shall be responsible and liable to process, defend and/or pay the claim as necessary. Each Party shall defend, indemnify and hold harmless, pursuant to Section 3.16 below, the other Party with respect to workers' compensation claims filed by their own employees.

3.13.2 Additional Insurance. In addition, each Party shall provide its own insurance or self-insurance for its own apparatus, equipment and employees, including general liability insurance and automobile insurance.

3.14 Independent Contractor Status. The CITY and COUNTY shall pay all wages, salaries and other amounts due to their own personnel in connection with any and all services under this AGREEMENT and as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits and worker's compensation insurance. Employees or agents of one Party shall not be deemed employees of the other Party for any purpose.

3.15 Total Compensation: Payment. The COUNTY shall compensate the CITY for its actual costs of responding to all incidents in the Emergency Response Area involving Fire Services for which the CITY is responsible under this AGREEMENT, as provided for in this Agreement ("Total Compensation").

3.15.1 Total Compensation- FY 2013/2014. For Fiscal Year 2013/2014, the Total Compensation is Seven Hundred Thirty-Four Thousand Five Hundred and Twenty-Two dollars (\$734,522).

3.15.2 Total Compensation- Annual Adjustment. The Total Compensation shall be adjusted on July 1, 2014 and each July 1<sup>st</sup> thereafter. The CITY and COUNTY shall meet annually on or before March 1<sup>st</sup> to review and adjust the Total Compensation to be paid for the upcoming fiscal year, based upon data for the prior calendar year, as provided for in Section 3.15.3 below. Following such meeting, the CITY shall notify COUNTY in writing of the adjusted Total Compensation to be paid for the upcoming fiscal year, and shall provide any data used to substantiate the adjusted Total Compensation.

3.15.3 Cost Methodology. The cost methodology and data types provided for in Exhibit "B" attached hereto and incorporated herein by reference shall be the only items used to determine the Total Compensation. As stated above, data for the prior



calendar year shall be used for the upcoming fiscal year. The following seven (7) data types are provided for in Exhibit "B" attached hereto:

1. Annual Call Volume Data. The Annual Call Volume Data is found in Table 1B, and is used in Tables 2A, 2B & 2C. The Annual Call Volume Data is the total number of emergency incidents responded to within the Emergency Response Area. This number will be established and validated by CITY and COUNTY utilizing the Computer Aided Dispatch ("CAD") system records.

2. Number & Type of Unit Responses. The Number & Type of Unit Responses are found in Table 1B, and are used in Tables 2A, 2B & 2C. These are the total number of responses within the Emergency Response Area, broken down by the type of engine and truck company units and by the specific areas within the Coronita Response Area, the Station 15 Primary Response Area, and the Station 15 Secondary Response Area. These numbers will be established and validated by CITY and COUNTY utilizing the CAD system records.

3. Personnel & Apparatus Billable Hourly Rates. The Personnel & Apparatus Billable Hourly Rates are found in Table 1A, and are used in Tables 2A, 2B & 2C. These numbers will be established and validated by CITY and COUNTY utilizing the actual personnel and apparatus costs established by CITY with documentation acceptable to COUNTY.

4. EMS Subscription Rate. The EMS Subscription Rate is found in Table 1A, and is used in Tables 2A, 2B & 2C. This number is the cost of providing advanced life support services and is based on the CITY's established subscription rate.

5. Corona Standby Rate. The Corona Standby Rate is found in Table 1A, and is used in Tables 2A, 2B & 2C. This number is a percentage established by the CITY, currently seven and one-half percent (7.5%), and represents an amount necessary to have CITY personnel ready to respond to incidents in the Emergency Response Area.

6. Corona Administrative Rate. The Corona Administrative Rate is found in Table 1A, and is used in Tables 2A, 2B & 2C. This number is a percentage established using the approved administrative rate on file with the California Emergency Management Agency, currently fifteen point seventy-four percent (15.74%), and represents an amount necessary to compensate the CITY for its overhead and other administrative expenses involved in responding to incidents in the Emergency Response Area.

7. Corona Dispatch Processing Per Call. The Corona Dispatch Processing Rate is found in Table 1A, and is used in Tables 2A, 2B & 2C. This number is established and validated by CITY and COUNTY utilizing the rate established by CITY with documentation acceptable to COUNTY.

3.15.4 Payment. The CITY will prepare an invoice for one-hundred percent (100%) of the Total Compensation, and will submit it to the COUNTY on or about the first day of July. The date on which the CITY submits the invoice to the COUNTY shall in no way affect COUNTY's obligation to pay the invoice in full. The COUNTY shall pay all invoices within thirty (30) days of receipt.

3.16 Indemnification. Pursuant to California Government Code Section 895 et. seq., and to the fullest extent authorized by law, each Party agrees as follows:

3.16.1 City's Obligation. CITY shall defend, indemnify and hold COUNTY, its officials, officers, employees, volunteers, agents, agencies and independent contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries, or liabilities to persons or property, including wrongful death, in any manner arising out of or incident to negligent or willful acts or omissions of CITY, its officials, officers, employees, volunteers, agents, agencies and independent contractors, occurring in the performance of this AGREEMENT, including without limitation the payment of all consequential damages, attorney's fees and other related costs and expenses, except to the extent caused by COUNTY'S negligent or willful acts or omissions.

3.16.2 County's Obligation. COUNTY shall defend, indemnify and hold CITY, its officials, officers, employees, volunteers, agents, agencies and independent contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries, or liabilities to persons or property, including wrongful death, in any manner arising out of or incident to negligent or willful acts or omissions of COUNTY, its officials, officers, employees, volunteers, agents, agencies and independent contractors, occurring in the performance of this AGREEMENT, including without limitation the payment of all consequential damages, attorney's fees and other related costs and expenses, except to the extent caused by CITY'S negligent or willful acts or omissions.

3.17 Representatives. The CITY and COUNTY hereby designate their respective Fire Chiefs, or their designees, to act as their representatives for the performance of this AGREEMENT. Each representative shall have the power to act on behalf of their respective Party for all purposes under this AGREEMENT.

3.18 Term. This AGREEMENT shall be effective as of the day and year hereinabove first written, and shall continue until terminated by either Party, at its sole discretion for any or no reason, by giving one hundred and twenty (120) days' written notice to the other Party.

3.19 Notices. Any notices required to be given under this AGREEMENT shall be deemed to have been properly delivered, served, or given for all purposes when personally delivered to the Party to whom it is directed, or in lieu of such personal service, when mailed, postage prepaid to the following addresses:

**CITY OF CORONA:**

**RIVERSIDE COUNTY FIRE:**

John Medina, Fire Chief  
Corona Fire Department  
400 S. Vicentia Ave.  
Corona, CA 92882

John Hawkins, Fire Chief  
Riverside County Fire Department  
210 West San Jacinto Avenue  
Perris, CA 92570

Any Party may change its address for the purpose of this paragraph by giving proper written notice.

3.20 Third Party Rights. The CITY and COUNTY agree that the provisions of this AGREEMENT are not intended to create or clarify any rights of third parties not a party to this AGREEMENT. Additionally, no third party shall have any right of action hereunder. This AGREEMENT shall not be enforceable by any parties other than the CITY and COUNTY.

3.21 Privileges and Immunities. All privileges and immunities of the CITY and COUNTY provided by state or federal law shall remain in full force and effect.

3.22 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this AGREEMENT, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorney's fees and other costs of such action.

3.23 Entire Agreement. This AGREEMENT contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This AGREEMENT may only be modified by a written agreement approved by the respective legislative bodies and signed by an authorized representative.

3.24 Governing Law. This AGREEMENT shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.25 Successors and Assigns. This AGREEMENT shall be binding on the successors and assigns of the Parties, and shall not be assigned by either Party without the prior written consent of the other.

3.26 Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original.

3.27 Severability. In the event that any provision or portion of this AGREEMENT is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this AGREEMENT, such invalidity, illegality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this AGREEMENT.

**[SIGNATURES ON NEXT TWO PAGES]**

**CITY'S SIGNATURE PAGE FOR  
COOPERATIVE AGREEMENT  
FOR THE PURPOSE OF  
AUTOMATIC AID  
FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN  
RIVERSIDE COUNTY FIRE DEPARTMENT AND THE CITY OF CORONA  
(COMMUNITIES OF CORONITA, WEST CORONA AND EL CERRITO)**

**CITY OF CORONA**

By: Karen Spiegel  
Karen Spiegel  
Mayor

Attest:

By: Lisa Mobley  
Lisa Mobley  
Chief Deputy City Clerk

Approved as to Form:

By: Dean Deleth  
Dean Deleth  
City Attorney

**COUNTY'S SIGNATURE PAGE FOR**  
**COOPERATIVE AGREEMENT**  
**FOR THE PURPOSE OF**  
**AUTOMATIC AID**  
**FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN**  
**RIVERSIDE COUNTY FIRE DEPARTMENT AND THE CITY OF CORONA**  
**(COMMUNITIES OF CORONITA, WEST CORONA AND EL CERRITO)**

**COUNTY OF RIVERSIDE**

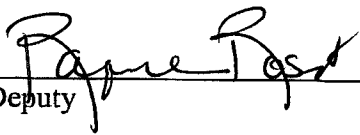
By:   
Chairman, Board of Supervisors  
**JEFF STONE**

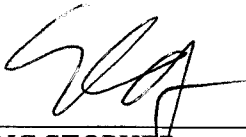
ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

By:   
Deputy  
(SEAL)

By:   
ERIC STOPHER  
Deputy County Counsel

**EXHIBIT "A"**

**CORONA CITY RESOURCES  
AS PART OF COUNTY STANDARD RESPONSE PLAN  
FOR EMERGENCY RESPONSE AREA**

The Emergency Response Area shall consist of the Coronita Response Area (City CAD Code CR), the Station 15 Primary Response Area (City CAD Code EL, TC), and the Station 15 Secondary Response Area (City CAD Code SC, HG, LH). The CITY's response plan within the Emergency Response Area shall consist of the following:

**A. Coronita Response Area (City CAD Code CR)**

|                                    |                        |
|------------------------------------|------------------------|
| Structure Fire                     | First Alarm Assignment |
| Medical Emergency                  | One Engine             |
| Traffic Collision                  | One Engine             |
| Traffic Collision with Extrication | Two Engines, One Truck |
| All other Incidents                | One Engine             |

**B. Station 15 Primary Response Area (City CAD Code EL, TC)**

|                                    |                       |
|------------------------------------|-----------------------|
| Structure Fire                     | One Engine, One Truck |
| Medical Emergency                  | One Engine            |
| Traffic Collision                  | One Engine            |
| Traffic Collision with Extrication | One Engine, One Truck |
| All other Incidents                | One Engine            |

**C. Station 15 Secondary Response Area (City CAD Code SC, HG, LH)**

|                                    |            |
|------------------------------------|------------|
| Structure Fire                     | One Engine |
| Medical Emergency                  | One Engine |
| Traffic Collision                  | One Engine |
| Traffic Collision with Extrication | One Engine |
| All other Incidents                | One Engine |

The above establishes a guideline for CITY responses to incidents in the Emergency Response Area. The intent is to ensure that Riverside County Fire Department's Standard Response Plan is provided within the Emergency Response Area.

Actual response of units will be done using Automatic Vehicle Locator ("AVL") information. COUNTY will provide AVL equipment and data transfer for all CITY frontline engines and truck companies.

CITY truck company response will be based on the current COUNTY Standard Response Plan based on a 12 minute zone of influence. COUNTY will always respond one engine to any fire in the Emergency Response Area, for the purpose of fire investigation and reporting. All multi-company responses will include a Chief Officer from COUNTY.

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**EXHIBIT "B"**

**CITY OF CORONA  
COST METHODOLOGY AND DATA TYPES**

The following tables are attached hereto on the following four (4) pages and incorporated herein by reference:

**First Following Page**

Table 1A Corona Cost Methodology Data

Table 1B Annual Call Volume Data

Table 1C Total Compensation

**Second Following Page**

Table 2A Annual Cost Allocation Worksheet  
(Coronita)

**Third Following Page**

Table 2B Annual Cost Allocation Worksheet  
Station 15 Primary Response Area  
(El Cerrito/Temescal Canyon)

**Fourth Following Page**

Table 2C Annual Cost Allocation Worksheet  
Station 15 Secondary Response Area  
(Sycamore Creek/Home Gardens/Lake Hills)



**EXHIBIT B**

| <b>Table 1A Corona Cost Methodology Data</b>                 |              |              |              |              |
|--|--------------|--------------|--------------|--------------|
| Corona Administrative Rate                                   | 15.74%       |              |              |              |
| Corona Standby Rate (Call Volume x (Number of Units x Rate)) | 7.5%         |              |              |              |
| Corona Dispatch Processing Per Call                          | \$30.00      |              |              |              |
| EMS Subscription Rate (\$48 x EMS Call Volume)               | \$48.00      |              |              |              |
| Personnel Billable Hourly Rate                               | Engine       | Truck        | Squad        | BC Unit      |
| Battalion Chief  | \$0          | \$0          | \$0          | \$138        |
| Captain  | \$112        | \$112        | \$0          | \$0          |
| Engineer   | \$91         | \$91         | \$91         | \$0          |
| Firefighter Paramedic  | \$91         | \$0          | \$0          | \$0          |
| Firefighter  | \$82         | \$164        | \$82         | \$0          |
| Total Crew Cost  | \$376        | \$367        | \$173        | \$138        |
| Apparatus Billable Hourly Rate                               | \$109        | \$268        | \$99         | \$61         |
| <b>Total Apparatus Rate</b>                                  | <b>\$485</b> | <b>\$635</b> | <b>\$272</b> | <b>\$199</b> |

| <b>Table 1B Annual Call Volume Data</b> |         |            |
|---|---------|------------|
|   | # Units | # Calls    |
| Coronita Response Area                  | 6       | 132        |
| Station 15 Primary Response Area        | 2       | 529        |
| Station 15 Secondary Response Area      | 1       | 257        |
| <b>Grand Total</b>                      |         | <b>918</b> |

| <b>Table 1C Total Compensation (FY 13/14)</b> |                  |
|---|------------------|
| Coronita Response Area                        | \$134,359        |
| Station 15 Primary Response Area              | \$424,923        |
| Station 15 Secondary Response Area            | \$175,239        |
| <b>Total</b>                                  | <b>\$734,522</b> |

**EXHIBIT B**

| <b>TABLE 2A - Coronita Response Area</b> |             |                               |             |               |                  |
|--|-------------|-------------------------------|-------------|---------------|------------------|
| <b>ANNUAL COST ALLOCATION WORKSHEET</b>  |             |                               |             |               |                  |
| <b>ITEM</b>                              | <b>RATE</b> | <b>FORMULA</b>                | <b>DATA</b> | <b>AMOUNT</b> | <b>TOTAL</b>     |
| <b>Incidents</b>                         |             |                               | 132         |               |                  |
| <b>Total Engine Responses</b>            | \$485       | (Rate x Responses)            | 132         | \$64,020      | \$64,020         |
| <b>Total Truck Responses</b>             | \$635       | (Rate x Responses)            | 8           | \$5,080       | \$69,100         |
| <b>Total Squad Responses</b>             | \$272       | (Rate x Responses)            | 8           | \$2,176       | \$71,276         |
| <b>Total BC Unit Responses</b>           | \$199       | (Rate x Responses)            | 8           | \$1,592       | \$72,868         |
| <b>Dispatch Costs</b>                    | \$30        | (Incident Data x Rate)        | 132         | \$3,960       | \$76,828         |
| <b>Subtotal 1:</b>                       |             |                               |             | \$76,828      | \$76,828         |
| <b>Standby Rate</b>                      | 7.5%        | (Subtotal 1 x (Rate x Units)) | 6           | \$34,573      | \$111,401        |
| <b>EMS Costs</b>                         | \$48        | (Rate x EMS Responses)        | 98          | \$4,689       | \$116,089        |
| <b>Subtotal 2:</b>                       |             |                               |             | \$116,089     | \$116,089        |
| <b>Administrative Rate</b>               | 15.738%     | (Subtotal 2 x Rate)           |             | \$18,270      | \$134,359        |
| <b>Total:</b>                            |             |                               |             |               | <b>\$134,359</b> |

**EXHIBIT B**

| <b>TABLE 2B - Station 15 Primary Response Area</b> |             |                               |             |               |                  |
|--|-------------|-------------------------------|-------------|---------------|------------------|
| <b>ANNUAL COST ALLOCATION WORKSHEET</b>            |             |                               |             |               |                  |
| <b>ITEM</b>  | <b>RATE</b> | <b>FORMULA</b>                | <b>DATA</b> | <b>AMOUNT</b> | <b>TOTAL</b>     |
| Incidents  |             |                               | 529         |               |                  |
| Total Engine Responses                             | \$485       | (Rate x Responses)            | 529         | \$256,565     | \$256,565        |
| Total Truck Responses                              | \$635       | (Rate x Responses)            | 48          | \$30,480      | \$287,045        |
| Dispatch Costs                                     | \$30        | (Incident Data x Rate)        | 529         | \$15,870      | \$302,915        |
| <b>Subtotal 1:</b>                                 |             |                               |             | \$302,915     | \$302,915        |
| Standby Rate                                       | 7.5%        | (Subtotal 1 x (Rate x Units)) | 2           | \$45,437      | \$348,352        |
| EMS Costs  | \$48        | (Rate x EMS Responses)        | 391         | \$18,790      | \$367,142        |
| <b>Subtotal 2:</b>                                 |             |                               |             | \$367,142     | \$367,142        |
| Administrative Rate                                | 15.738%     | (Subtotal 2 x Rate)           |             | \$57,781      | \$424,923        |
| <b>Total:</b>                                      |             |                               |             |               | <b>\$424,923</b> |

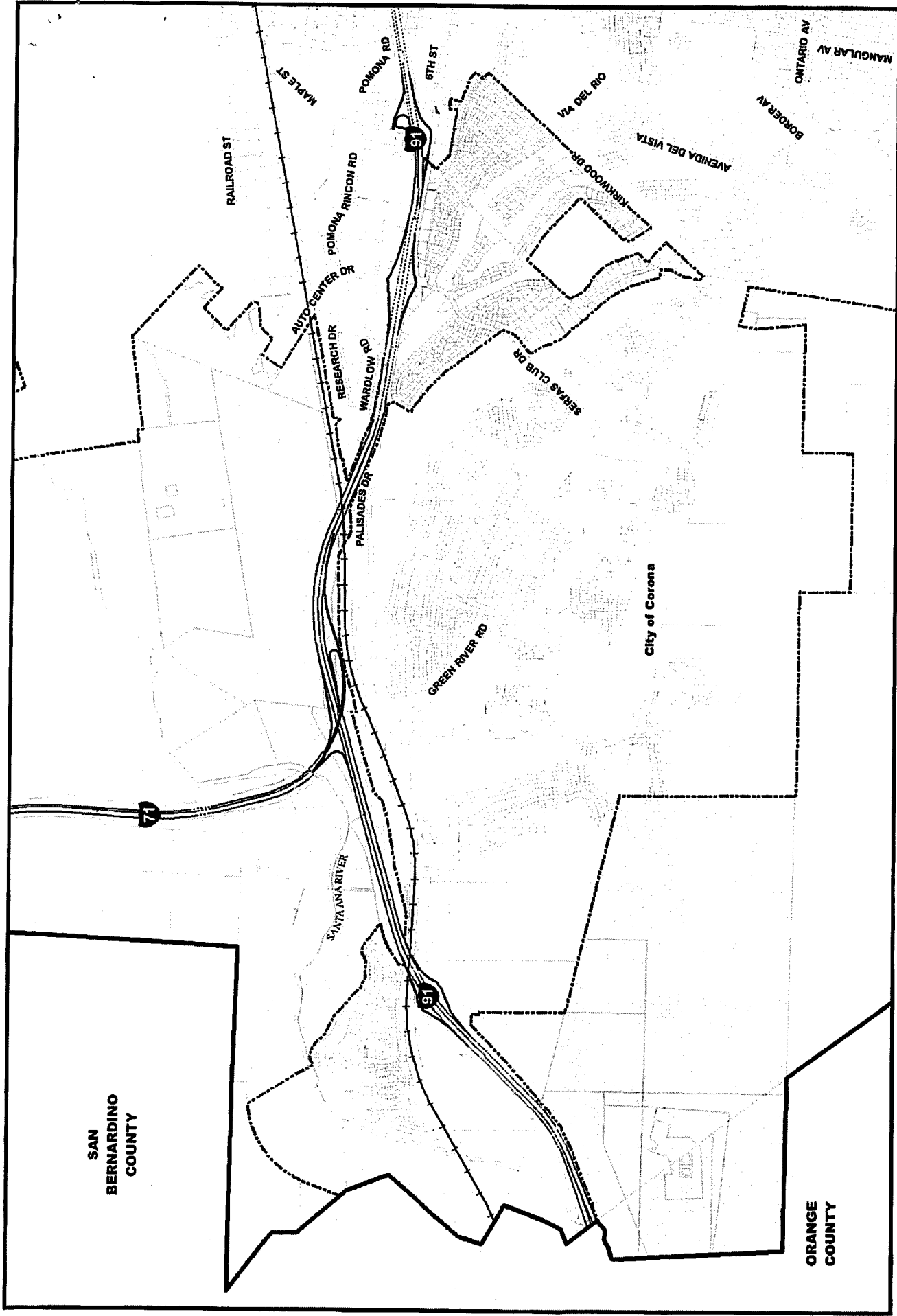
**EXHIBIT B**

| <b>Table 2C - Station 15 Secondary Response Area</b> |             |                               |             |               |                  |
|--|-------------|-------------------------------|-------------|---------------|------------------|
| <b>ANNUAL COST ALLOCATION WORKSHEET</b>              |             |                               |             |               |                  |
| <b>ITEM</b>  | <b>RATE</b> | <b>FORMULA</b>                | <b>DATA</b> | <b>AMOUNT</b> | <b>TOTAL</b>     |
| Incidents  |             |                               | 257         |               |                  |
| Total Engine Responses                               | \$485       | (Rate x Responses)            | 257         | \$124,645     | \$124,645        |
| Total Truck Responses                                | \$635       | (Rate x Responses)            | 0           | \$0           | \$124,645        |
| Dispatch Costs                                       | \$30        | (Incident Data x Rate)        | 257         | \$7,710       | \$132,355        |
| <b>Subtotal 1:</b>                                   |             |                               |             | \$132,355     | \$132,355        |
| Standby Rate   | 7.5%        | (Subtotal 1 x (Rate x Units)) | 1           | \$9,927       | \$142,282        |
| EMS Costs  | \$48        | (Rate x EMS Responses)        | 190         | \$9,129       | \$151,410        |
| <b>Subtotal 2:</b>                                   |             |                               |             | \$151,410     | \$151,410        |
| Administrative Rate                                  | 15.738%     | (Subtotal 2 x Rate)           |             | \$23,829      | \$175,239        |
| <b>Total:</b>  |             |                               |             |               | <b>\$175,239</b> |

**EXHIBIT "C"**

**CORONITA RESPONSE AREA MAP**

**[SEE FOLLOWING ONE (1) PAGE]**



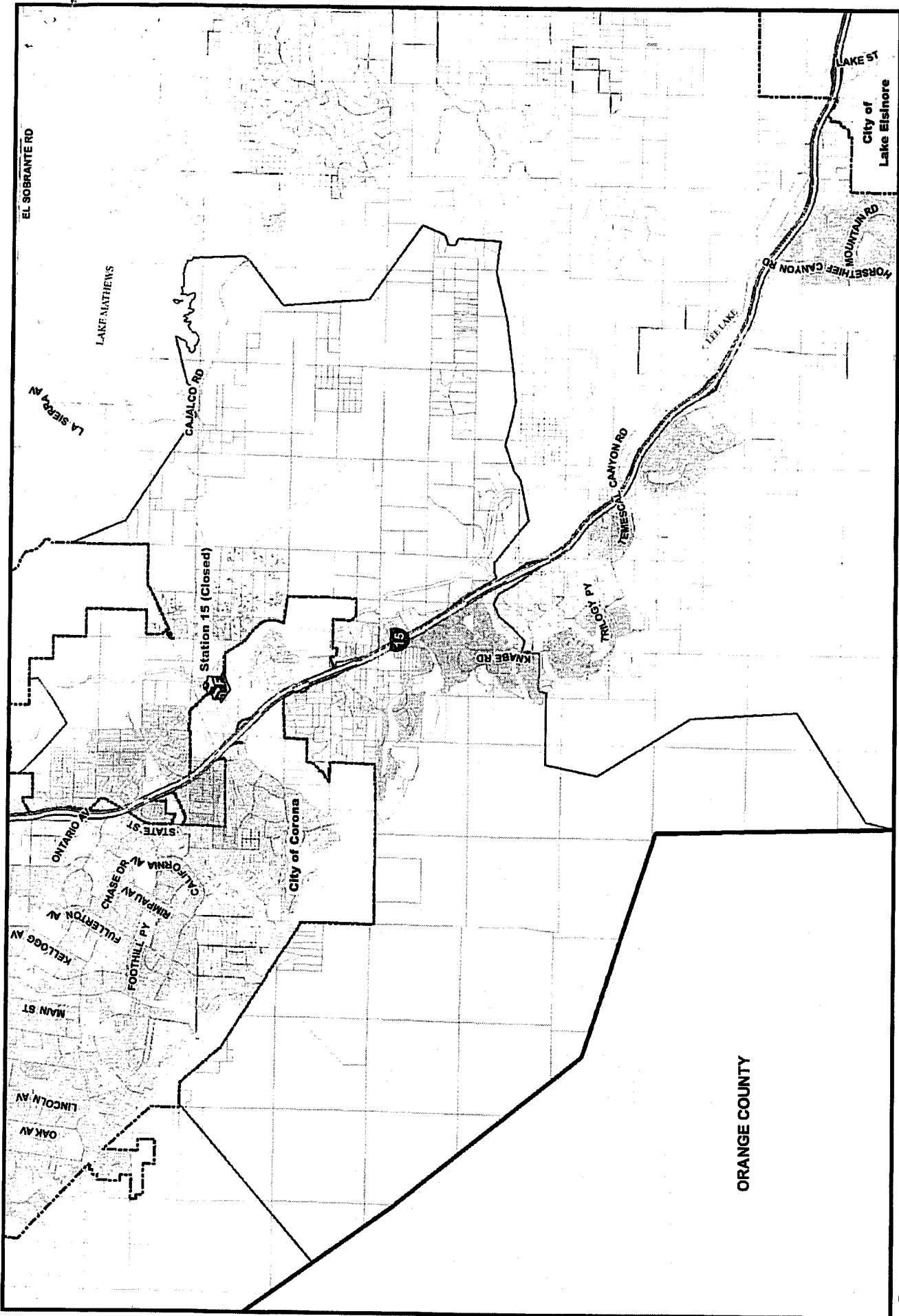
—+— Railroad  
 - - - - - City Boundaries  
 \_\_\_\_\_ Coronita Contract Area or SRA  
 \_\_\_\_\_ Riverside County  
**Exhibit C -**  
**Coronita Response Area**



**EXHIBIT "D"**

**STATION 15 PRIMARY RESPONSE AREA MAP**

**[SEE FOLLOWING ONE (1) PAGE]**



- Fire Station
- City Boundaries
- Station 15 Response Area
- Riverside County

## Exhibit D - Station 15 Primary Response Area

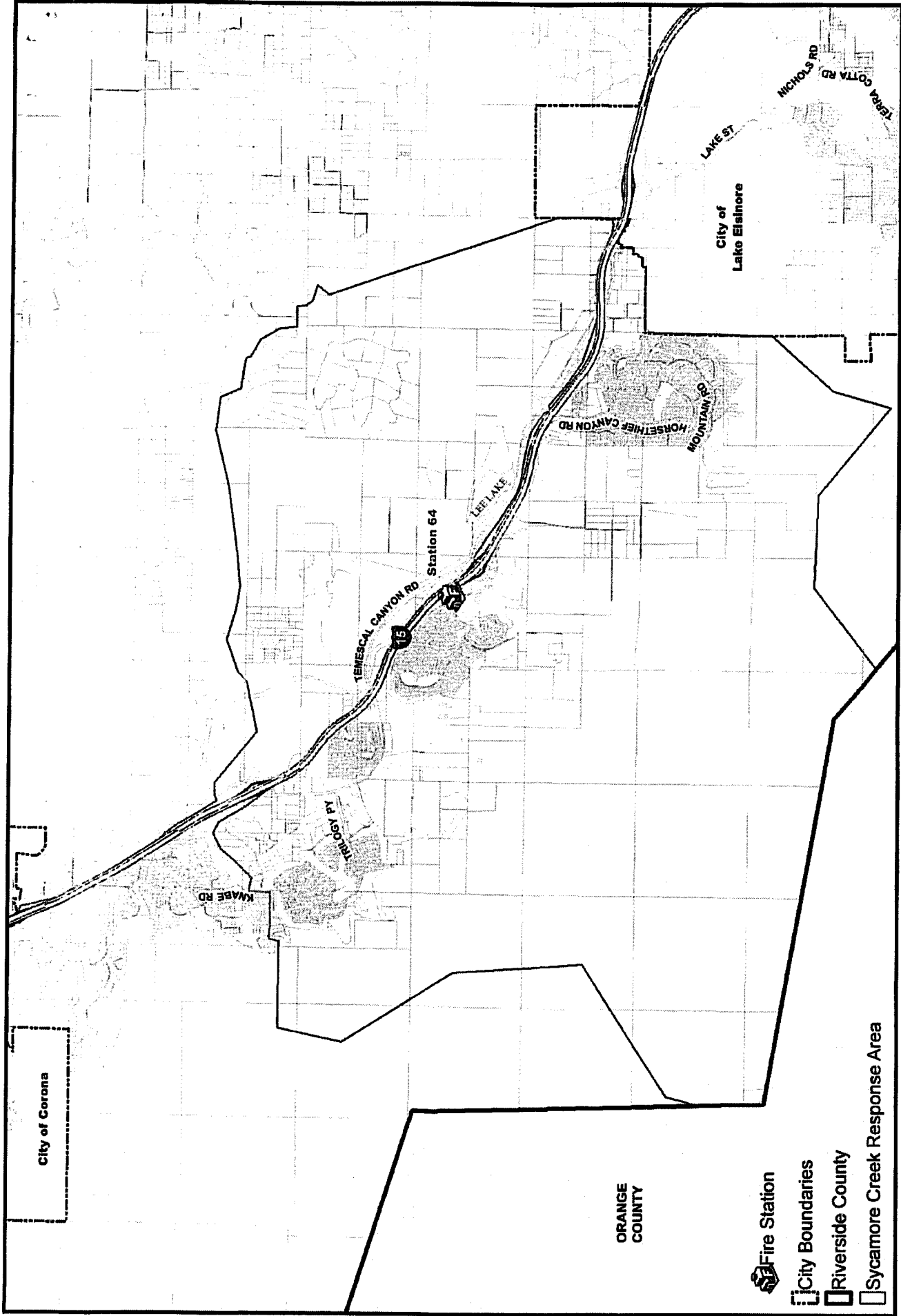




**EXHIBIT "E-1"**

**STATION 15 SECONDARY RESPONSE AREA MAP  
(SYCAMORE CREEK)**

**[SEE FOLLOWING ONE (1) PAGE]**



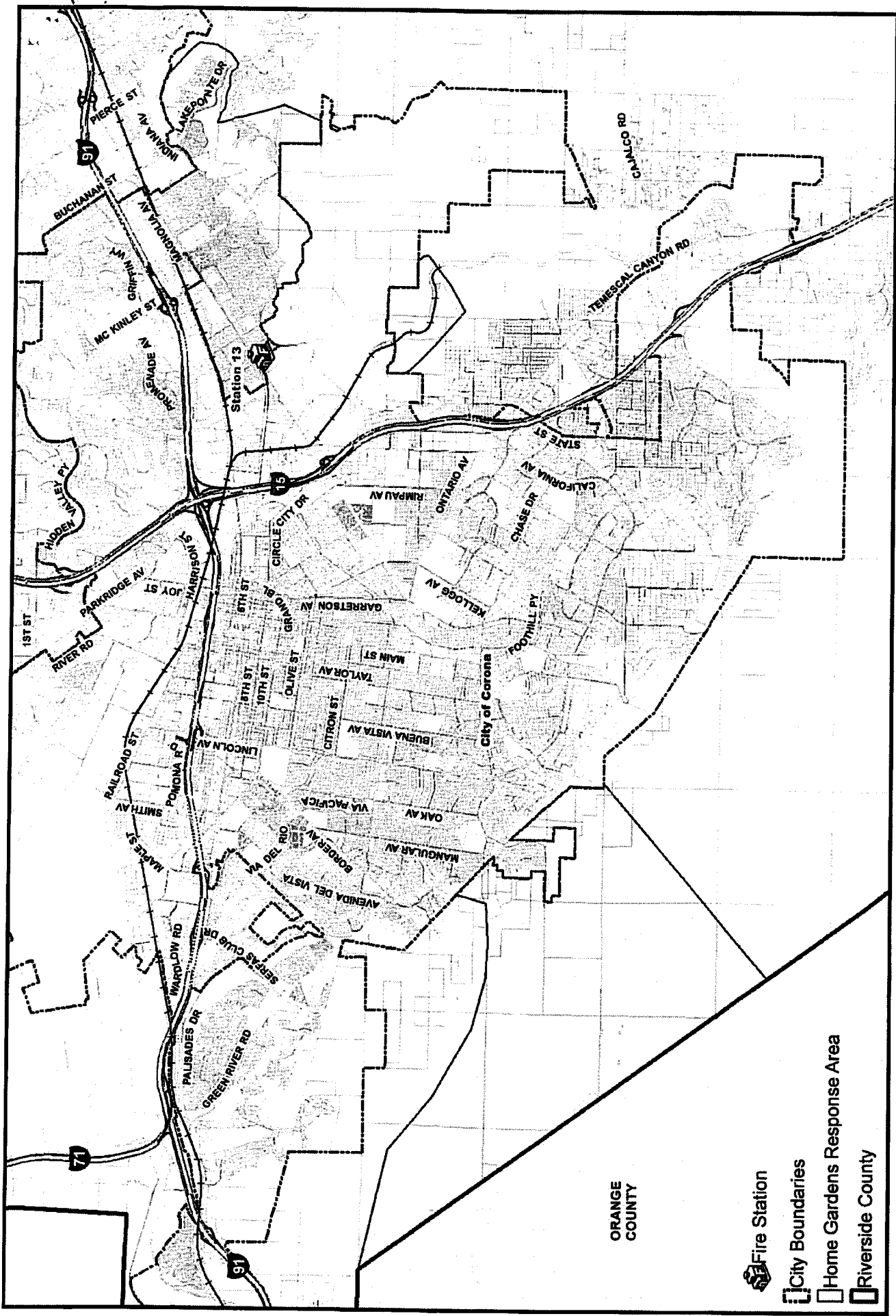
**Exhibit E1 - Station 15 Secondary Response Area (Sycamore Creek)**



**EXHIBIT "E-2"**

**STATION 15 SECONDARY RESPONSE AREA MAP  
(HOME GARDENS)**

**[SEE FOLLOWING ONE (1) PAGE]**



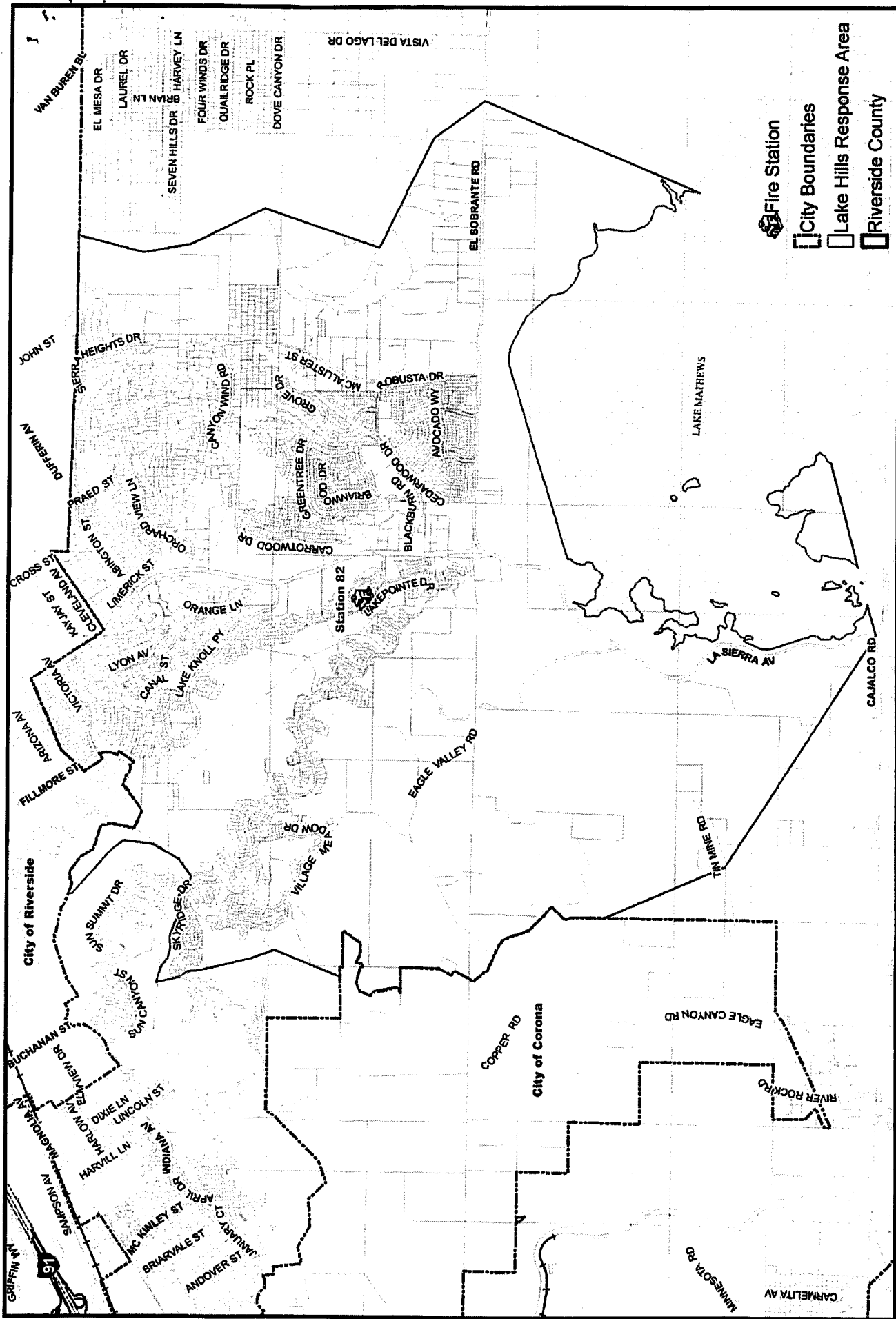
**Exhibit E2 - Station 15 Secondary Response Area (Home Gardens)**



**EXHIBIT "E-3"**

**STATION 15 SECONDARY RESPONSE AREA MAP  
(LAKE HILLS)**

**[SEE FOLLOWING ONE (1) PAGE]**



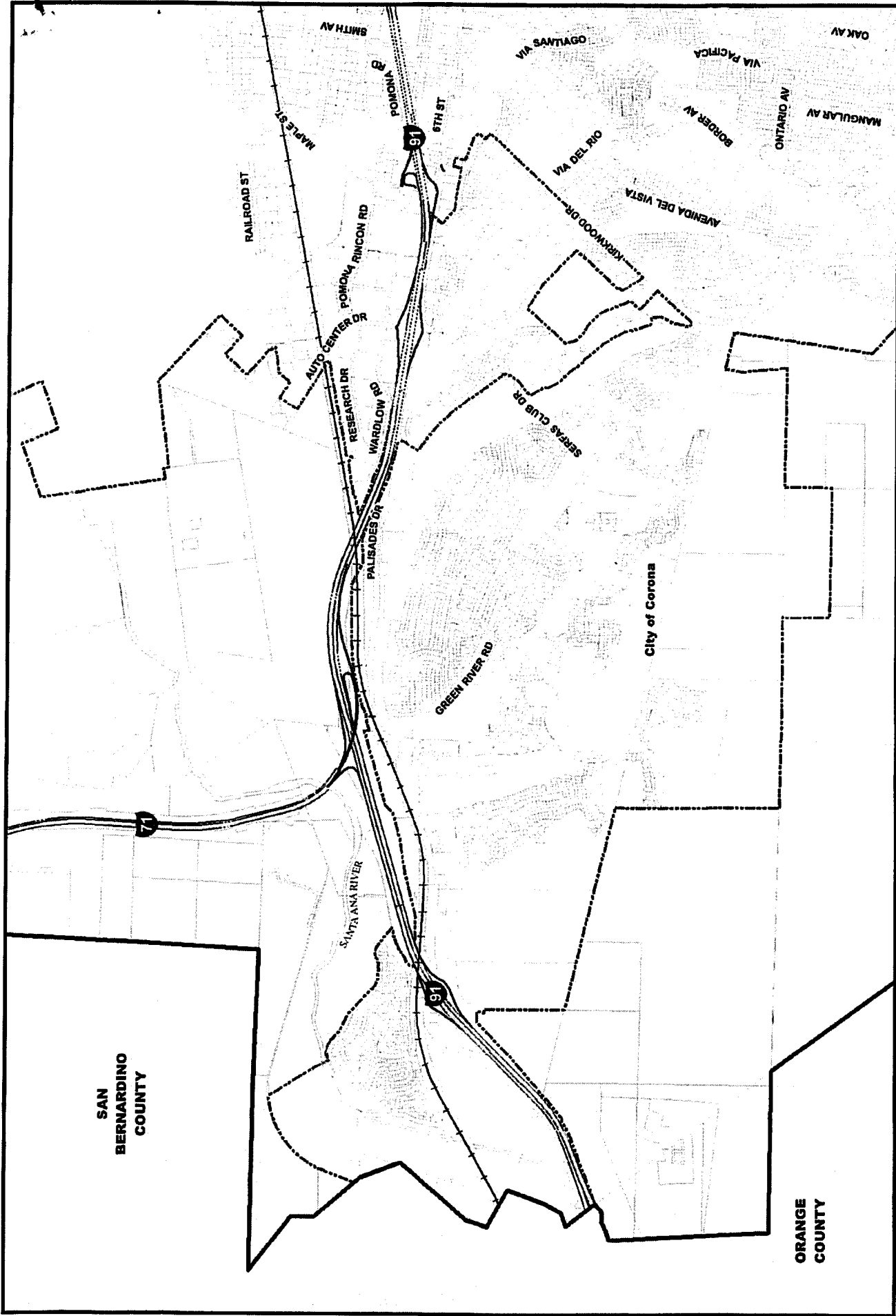
**Exhibit E3 - Station 15 Secondary Response Area (Lake Hills)**







**EXHIBIT "F"**

**STATE RESPONSIBILITY AREA MAP**

**[SEE FOLLOWING ONE (1) PAGE]**



-  Railroad
-  City Boundaries
-  SRA - Section 3.4.1
-  Riverside County

**Exhibit F -  
State Responsibility Area "SRA"**

