

Departmental Concurrence

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

400



**FROM: FIRE**

**SUBMITTAL DATE:**  
 June 18, 2015

**SUBJECT:** Approval of the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Canyon Lake for one (1) year [\$1,753,307]; Contract revenue from the City of Canyon Lake subject to annual cost increase.

District 1

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

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

**BACKGROUND:**

**Summary**

The attached agreement makes an option available for the City of Canyon Lake to act similarly to protect its residents before the contract expires at midnight June 30, 2015. It is recommended that the Board of Supervisors approve the attached cooperative agreement.

*[Signature]*  
 John R. Hawkins,  
 County Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,753,307	\$ 0.00	\$ 1,753,307	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

**SOURCE OF FUNDS:** Contract revenue from the City of Canyon Lake subject to annual cost increase.

Budget Adjustment: No

For Fiscal Year: 15/16

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

APPROVE

BY: *[Signature]*  
 Tina Grande

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: June 30, 2015  
 xc: Fire

Kecia Harper-Ihem  
 Clerk of the Board  
 BY: *[Signature]*  
 Deputy

**BACKGROUND:**

**Summary (continued)**

The term of this agreement is July 1, 2015 through June 30, 2016. The total estimated contract revenue will be received annually to cover the full contract costs. With the FY 15/16 estimated at \$5,141,740. Subject to increase and/or decrease based on fiscal year end reconciliation of support services with actual costs to be adjusted on the 4<sup>th</sup> Quarter Invoice sent out in August following the fiscal year close.

This is a brand new agreement that provides the same minimum level of staffing, which the Board of Supervisors previously has set as its standard. The contract calls requires full cost recovery and the anticipated costs are outlined in the attached Exhibit A of the agreement.

**Impact on Citizens and Businesses**

This agreement will provide the minimum appropriate level of fire services to the residents of Canyon Lake. By the Board's action, this provides an option for the City of Canyon Lake to maintain fire services that guarantee residents will be protected.

**Contract History and Price Reasonableness**

The City of Canyon Lake has been contracting with the County of Riverside for Fire Service since 1990. The estimated cost increase for FY 15/16 is 6.76% from the previous FY 14/15. There have been no changes in the level of county staffing since the agreement signed in 2012.

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

THIS AGREEMENT, made and entered into this 30 day of June, 2015, 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**

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 55600 et seq., and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

**SECTION II: DESIGNATION OF FIRE CHIEF**

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison 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 appropriate a fiscal year budget to support the Fire Services designated at a level of service at the current County authorized minimum staffing level of a three-firefighter unit per fire station, as set forth in Exhibit "A", for the duration of the contract period. This Exhibit may be amended in writing only by mutual agreement by both parties

B. 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." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the estimated cost of contracted services, pursuant to Exhibit "A," on a quarterly basis for the first three quarters of the contract term. The final quarter will be billed as actual costs. CITY shall pay each claim, in full, 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.

G. Notwithstanding Paragraph E 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 a 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 AMENDMENT

A. The term of this Agreement shall be from July 1, 2015, to June 30, 2016.

B. Six (6) months 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 request a change in the level of Fire Services provided under this Agreement.

#### SECTION V: TERMINATION

During the terms of this Agreement, The Agreement may only 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/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

#### SECTION VII: MUTUAL AID

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

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

#### SECTION 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.

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

#### 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 for the segregation, care, and use of the respective property of each.

#### SECTION X: FACILITY

CITY shall arrange for the provision of a Fire Station, strategically located to provide standard response time within its city limits from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

#### SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

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

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

#### SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours. COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

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

#### SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of

the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4<sup>th</sup> 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

#### 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 litigation, in addition to all other remedies available.

In the event of 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 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  
City Manager  
City of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

#### SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. 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.

[Signature Provisions on following page]

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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 \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Dated: June 30, 2015

COUNTY OF RIVERSIDE

By: Marian Ashley  
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM  
Clerk of the Board

GREGORY P. PRIAMOS,  
County Counsel

By: Kecia Harper-Ihem  
Deputy

By: Eric Stopher  
ERIC STOPHER  
Deputy County Counsel

(SEAL)

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EXHIBIT "A"  
TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF CANYON LAKE  
BEST CASE ESTIMATE DATED MAY 12, 2015 FY 2015/2016

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS
<b>STA #60</b>													
Medic Engine	195,993	1.0			335,205	2.0			297,686	2.0	488,881	3.0	1,317,764 8.0
Fixed Relief	0	0.0	0	0.0	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	0	0.0	0 0.0
<b>SUBTOTALS</b>	<b>195,993</b>		<b>0</b>		<b>335,205</b>		<b>0</b>		<b>297,686</b>		<b>488,881</b>		<b>1,317,764</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>ESTIMATED SUPPORT SERVICES</b>													
Administrative/Operational							18,668	per assigned Staff **					154,384 8.27
Volunteer Program							6,781	Per Entity Allocation					6,781 1.0
Medic Program								Medic FTE/Defib Basis					21,079 3.0
Battalion Chief Support							63,861	.27 FTE per Station					63,861 1.0
Fleet Support							50,924	per Fire Suppression Equip					50,924 1.0
ECC Support								Calls/Station Basis					39,496
Comm/IT Support								Calls/Station Basis					57,961
Hazmat Support													4,576
<b>SUPPORT SERVICES SUBTOTAL</b>													<b>399,063</b>
<b>ESTIMATED DIRECT CHARGES</b>													
FIRE ENGINE USE AGREEMENT							25,331	each engine					11,149 1
<b>TOTAL STAFF COUNT</b>													<b>8.25</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>													<b>\$1,753,307</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

0.27 Battalion Chief Support

8.27 Total Assigned Staff

1 Fire Stations

782 Number of Calls

3 Assigned Medic FTE

1 Monitors/Defibs

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, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Hazmat Program - Support staff, operating costs, and vehicle replacement

**FY 15/16 POSITION SALARIES TOP STEP**

294,998 DEPUTY CHIEF  
 291,046 DIV CHIEF  
 234,156 BAT CHIEF  
 195,993 CAPT  
 218,089 CAPT MEDIC  
 167,602 ENG  
 188,117 ENG/MEDIC  
 148,843 FF II  
 162,960 FF II/MEDIC  
 146,829 FIRE SAFETY SUPERVISOR  
 140,759 FIRE SAFETY SPECIALIST  
 122,031 FIRE SYSTEMS INSPECTOR  
 71,843 OFFICE ASSISTANT III  
 72,531 SECRETARY I

25,331 FIRE ENGINE  
 18,668 SRVDEL  
 6,781 VOL DEL  
 6,309 MEDIC FTE  
 2,152 MEDIC MONITORS/DEFIBS REPLACEMENT  
 63,861 BATT DEL  
 15,786 ECC STATION  
 30.32 ECC CALLS  
 50,924 FLEET SUPPORT  
 23,162 COMM/IT STATION  
 44.50 COMM/IT CALLS  
 2,660 FACILITY STATION  
 719.79 FACILITY FTE  
 2,815 HAZMAT STATION  
 1,148.00 HAZMAT CALLS  
 1,761 HAZMAT VEHICLE REPLACEMENT

**FY 15/16 DIRECT BILL ACCOUNT CODES**

520230 Cellular Phone  
 520300 Pager Service  
 520320 Telephone Service  
 520800 Household Expense  
 520805 Appliances  
 520815 Cleaning and  
 Custodial Supp  
 520830 Laundry Services  
 520840 Household Furnishings  
 520845 Trash  
 521380 Maint-Copier Machines  
 521440 Maint-Kitchen Equipment  
 Maint-Office  
 521540 Equipment  
 521600 Maint-Service Contracts  
 521660 Maint-Telephone  
 521680 Maint-Underground Tanks  
 522310 Maint-Building and Improvement  
 522360 Maint-Extermination  
 522860 Medical-Dental Supplies  
 522870 Other Medical Care Materials  
 522890 Pharmaceuticals  
 523220 Licenses And Permits  
 523680 Office Equip Non Fixed Assets  
 526700 Rent-Lease Bldgs  
 526940 Locks/Keys  
 527280 Awards/Recognition  
 529500 Electricity  
 529510 Heating Fuel  
 529550 Water  
 537240 Interfnd Exp-Utilities  
 542060 Improvements-Building

**EXHIBIT "C"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL AID FOR THE CITY OF CANYON LAKE  
DATED \_\_\_\_\_, 2015**

**PAYMENT FOR SERVICES  
ADDITIONAL SERVICES  
FIRE ENGINE USE AGREEMENT**

Station 60

Engine E60, RCO No. 07-850

\$ 25,331.00

\$ 25,331.00

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 \$506,625.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.