

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

325



**FROM: FIRE**

**SUBMITTAL DATE:**  
September 15, 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 [\$1,148,268]; Contract revenue from City of Canyon Lake. [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. Approve the attached Cooperative Cost Sharing Agreement Between the City of Canyon Lake, The City of Lake Elsinore, The City of Menifee, and the County of Riverside; and
3. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

**BACKGROUND:**

**Summary**

The attached agreement is the culmination of a lengthy negotiation process with the City of Canyon Lake and has concluded with the City's approval of this agreement on Tuesday September 15, 2015.  
(continued)

*[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	\$ 1,148,268	\$ 0	\$ 1,148,268	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Contract revenue from the City of Canyon Lake  
Budget Adjustment: N/A  
For Fiscal Year: 15/16

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

**APPROVE**

BY: *[Signature]*  
**Alex Gann**

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley  
Nays: None  
Absent: Washington  
Date: September 22, 2015  
xc: Fire

Keçia Harper-Ihem  
Clerk of the Board,  
By: *[Signature]*  
Deputy

**3-38**

FORM APPROVED COUNTY COUNSEL 9/17/15 DATE  
BY: JAMES E. BROWN  
Departmental Concurrence  
A-30  Positions Added  Change Order  
4/5 Vote

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: 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 [\$1,148,268]; Contract revenue from City of Canyon Lake. [District 1]**

**DATE:** September 15, 2015

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary (continued)**

It is recommended that the Board of Supervisors approve the attached cooperative agreement. The term of the agreement is one year from the date of execution.

**Impact on Residents and Businesses**

Following the city's decision to close their fire station, the agreement will provide residents the closest resource(s) from the county's integrated, cooperative, regional fire protection system, least impact the regional fire system and share city revenues with the county and the contiguous cities of Lake Elsinore and Menifee. By the Board's action, the City of Canyon Lake will have certainty for the duration of the contract term.

**Contract History and Price Reasonableness**

The City of Canyon Lake has been contracting with the County of Riverside for Fire Services since 1990.

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 29<sup>th</sup> day of September, 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 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.

D. The CITY will designate a Fire Department Liaison, which will be the City Manager or City Manager's designee ("City Fire Liaison"). The City Fire Liaison will be the City's Fire Official and point of contact for the County Fire Liaison.

SECTION III: SERVICES

A. CITY shall appropriate a fiscal year budget to support the Fire Service designated at a level of service at the current County authorized minimum staffing level of a three-firefighter unit per fire station with one person being a paramedic, 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. CITY shall make quarterly payments to the COUNTY. This will constitute payment for the fire protection services provided by COUNTY for CITY.

C. The CITY, COUNTY and Cities of Lake Elsinore and Menifee will enter into a cost sharing agreement. The method and levels of payment by each participating City to the County is detailed in that agreement and incorporated herein. A true and correct copy of this Fully Executed Cooperative Agreement is attached hereto as Exhibit "B" and is fully incorporated into this agreement. Approval of the agreement among the COUNTY, CITY, and the Cities of Lake Elsinore and Menifee is a condition precedent to the approval of this agreement.

D. \_\_\_\_\_ [ ] (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.

SECTION IV: TERM

A. The term of this Agreement shall be for one year from date of execution as required by Government Code §55603.5.

B. Six (6) months prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice as to whether CITY intends to establish its own municipal fire department or whether they wish to negotiate a new one year cooperative agreement for Fire Services.

SECTION V: TERMINATION

During the term 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 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 property previously used by the COUNTY that was located at Fire Station 60 within the CITY, including Fire Engine 60, shall be returned to the COUNTY. Should the CITY elect to stand up a municipal fire department, the property, including Fire Engine 60, will be returned to CITY at the end of the contract term.

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: 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, "CITY 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 CITY Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of a CITY Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "COUNTY 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 COUNTY Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of a COUNTY Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

## SECTION XI: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours 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 XII: DISPUTES

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

This Agreement and the Exhibits attached hereto, including the Four-way Cooperative Agreement contain 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.

Nothing in this Agreement is intended to modify, amend or supersede the Settlement Agreement and Release entered into by the COUNTY and CITY resolving the disputes that are the subject of the complaints filed in City of Canyon Lake v. County of Riverside, Case Number CIVDS1507080 and County of Riverside v. City of Canyon Lake, Case Number CIVDS1507377.

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.

[Signature Provisions on following page]

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Dated: 9-15-2015

CITY OF CANYON LAKE

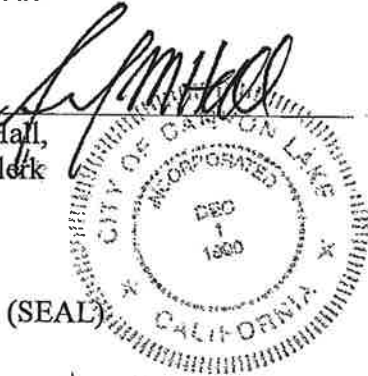
By: Jordan Ehrenkranz  
JORDAN EHRENKRANZ,  
Mayor

ATTEST:

APPROVED AS TO FORM:

By: [Signature]  
Ariel Hall,  
City Clerk

By: Elizabeth Martyn  
ELIZABETH MARTYN,  
City Attorney



Dated: 9/29/15

COUNTY OF RIVERSIDE

By: Marion Adelle  
Chairman, Board of Supervisors

ATTEST:

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

KECIA HARPER-IHEM  
Clerk of the Board

By: [Signature]  
GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: [Signature]  
Deputy

(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  
 ESTIMATE DATED SEPTEMBER 1, 2015 FOR FY 15/16

	<u>CAPTAIN'S</u>	<u>CAPTAIN'S</u> <u>MEDICS</u>	<u>ENGINEER'S</u>	<u>ENGINEER</u> <u>MEDICS</u>	<u>FF II'S</u>	<u>FF II</u> <u>MEDICS</u>	<u>TOTALS</u>
<b>STA #60</b>							
Station Only			0 0.0		0 0.0	0 0.0	0 0.0
Elsinore	0 0.0	0 0.0	0 0.0	0 0.0	148,843 1.0	488,881 3.0	637,724 4.0
Menifee	0 0.0	0 0.0	0 0.0	0 0.0	0 0.0	162,960 1.0	162,960 1.0
SUBTOTALS	0	0	0	0	148,843	651,841	800,684
SUBTOTAL STAFF	0	0	0	0	1	4	5
<b>SUPPORT SERVICES</b>							
Administrative/Operational				19,444	per assigned Staff **		102,470 5.27
Volunteer Program				7,157	Per Entity Allocation		7,157 1.0
Medic Program					Medic FTE/Defib Basis		8,988
Battalion Chief Support				70,247	.27 FTE per Station		70,247 1.0
Fleet Support				51,374	per Fire Suppression Equip		25,687 0.5
ECC Support					Calls/Station Basis		36,855
Comm/IT Support					Calls/Station Basis		62,637
Hazmat Support							10,171
SUPPORT SERVICES SUBTOTAL							324,212
<b>ESTIMATED DIRECT CHARGES</b>							
FIRE ENGINE USE AGREEMENT				25,331	each engine		10,705 12,666 0.5
<b>TOTAL ESTIMATED CITY BUDGET</b>							<u>\$1,148,268</u>
RIVERSIDE COUNTY COST SHARE (Only FY 11/12, 12/13, 13/14, 14/15)							0
<b>TOTAL ESTIMATED CITY OBLIGATION</b>							<u>\$1,148,268</u>

**SUPPORT SERVICES**

**Administrative & Operational Services**

Finance

Training

Data Processing

Accounting

Personnel

Procurement

Emergency Services

Fire Fighting Equip.

Office Supplies/Equip.

5.0 Assigned Staff

0.27 Battalion Chief Support

\*\* 5.27 Total Assigned Staff

1 Fire Stations

757 Number of Calls

4 Assigned Medic FTE

0 Monitors/Defibs

1 Hazmat Stations

4 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 15/16 POSITION SALARIES TOP STEP**

294,998	DEPUTY CHIEF	25,331	FIRE ENGINE
291,046	DIV CHIEF	19,444	SRVDEL
234,156	BAT CHIEF	7,157	VOL DEL
195,993	CAPT	6,005	MEDIC DEL
218,089	CAPT MEDIC	1,846	MEDIC MONITORS/DEFIBS REPLACEMENT
167,602	ENG	70,247	BATT DEL
188,117	ENG/MEDIC	15,538	ECC STATION
148,843	FF II	28.16	ECC CALLS
162,960	FF II/MEDIC	51,374	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	26,407	COMM/IT STATION
140,759	FIRE SAFETY SPECIALIST	47.86	COMM/IT CALLS
122,031	FIRE SYSTEMS INSPECTOR	2,247	FACILITY STATION
71,843	OFFICE ASSISTANT III	604.46	FACILITY FTE
72,531	SECRETARY I	3,487	HAZMAT STATION
		1,209.79	HAZMAT CALLS
		1,845	HAZMAT VEHICLE REPLACEMENT

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

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

EXHIBIT "A"  
 TO THE COOPERATIVE AGREEMENT  
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LAKE ELSINORE  
 ESTIMATE DATED SEPTEMBER 2, 2015 FY 2015/2016  
 (Cost Share Agreement with the City of Canyon Lake)  
 (Reduction of two (2) FFII's (1 @ Stn 10 & 1 @ Stn 94) per City Letter Dated 7/29/15)

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS
<b>STA #10</b>							
Medic Engine	195,993	1.0	335,205	2.0	148,843	1.0	0 0.0 680,040 4.0
<b>STA #85</b>							
Medic Engine	195,993	1.0	335,205	2.0	297,686	2.0	488,881 3.0 1,317,764 8.0
<b>STA #94</b>							
Medic Engine	195,993	1.0	335,205	2.0	148,843	1.0	325,921 2.0 1,005,961 6.0
Vacation Relief	0	0.0	0	0.0	0	0.0	325,921 2.0 325,921 2.0
<b>STA #97</b>							
Medic Truck	0	0.0	502,807	3.0	297,686	2.0	325,921 2.0 1,126,413 7.0
*(Truck County)	*0	3.0	0	0.0	0	0.0	0 3.0
Fixed Relief	0	0.0	0	0.0	0	0.0	0 0.0
Fixed Relief Truck	0	0.0	0	0.0	0	0.0	0 0.0
<b>SUBTOTALS</b>	587,978	6	1,508,421	9	893,057	6	1,466,643 9 4,456,099 30.0
<b>SUBTOTAL STAFF</b>		6		9		6	9 30.0
<b>BATTALION CHIEF</b>				234,156	each		234,156 1.0
<b>FIRE SAFETY SUPERVISOR (PCN 00114439)</b>				146,829	each		146,829 1.0
<b>FIRE SAFETY INSPECTOR (PCN 00006977)</b>				122,031	each		122,031 1.0
<b>SUBTOTAL</b>							<u>\$4,959,115 33.0</u>
<b>ESTIMATED SUPPORT SERVICES</b>							
Administrative/Operational				19,444	per assigned Staff **		602,764 31.0
Volunteer Program				7,157	Per Entity Allocation		7,157 1.0
Medic Program					Medic FTE/Defib Basis		59,583
Fleet Support				51,374	per Fire Suppression Equip		179,809 3.5
ECC Support					Calls/Station Basis		172,095
Comm/IT Support					Calls/Station Basis		292,485
Hazmat Allocation							<u>39,455</u>
<b>SUPPORT SERVICES SUBTOTAL</b>							<u>1,353,348</u>
<b>ESTIMATED DIRECT CHARGES</b>							56,234
<b>FIRE ENGINE USE AGREEMENT</b>				25,331	each engine		63,328 2.5
<b>TOTAL STAFF COUNT</b>							<u>33.0</u>
<b>TOTAL ESTIMATED CITY BUDGET</b>							<u>\$6,432,026</u>
<b>* LAKE ELSINORE ESTIMATED FIRE TAX CREDIT</b>							(2,288,085)
<b>NET ESTIMATED CITY BUDGET</b>							<u>4,143,941</u>
<b>* STRUCTURAL FIRE TAXES</b>			1,532,332				
<b>ESTIMATED REDEVELOPMENT PASS THRU</b>			755,753				
<b>TOTAL ESTIMATED TAX FUNDING</b>			<u>2,288,085</u>				

**SUPPORT SERVICES**

Administrative & Operational Services  
 Finance  
 Training  
 Data Processing  
 Accounting  
 Personnel

Procurement  
 Emergency Services  
 Fire Fighting Equip.  
 Office Supplies/Equip.

31.0 Assigned Staff  
 0.0 Battalion Chief Support  
 \*\* 31.00 Total Assigned Staff  
 3.0 Fire Stations  
 4,456 Number of Calls  
 9 Assigned Medic FTE  
 3 Monitors/Defibs  
 3.5 Hazmat Stations  
 21 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.

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	25,331	FIRE ENGINE
291,046	DIV CHIEF	19,444	SRVDEL
234,156	BAT CHIEF	7,157	VOL DEL
195,993	CAPT	6,005	MEDIC FTE
218,089	CAPT MEDIC	1,846	MEDIC MONITORS/DEFIBS REPLACEMENT
167,602	ENG	70,247	BATT DEL
188,117	ENG/MEDIC	15,538	ECC STATION
148,843	FF II	28.16	ECC CALLS
162,960	FF II/MEDIC	51,374	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	26,407	COMMIT STATION
140,759	FIRE SAFETY SPECIALIST	47.86	COMMIT CALLS
122,031	FIRE SYSTEMS INSPECTOR	2,247	FACILITY STATION
71,843	OFFICE ASSISTANT III	604.46	FACILITY FTE
72,531	SECRETARY I	3,487	HAZMAT STATION
		1,209.79	HAZMAT CALLS
		1,845	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
521540	Maint-Office 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 "A"  
 TO THE COOPERATIVE AGREEMENT  
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MENIFEE  
 BEST CASE ESTIMATE DATED SEPTEMBER 1, 2015 FY 2015/2016  
 (Cost Share Agreement with the City of Canyon Lake)

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS					
<b>STA. #5</b>												
Medic Engine	195,993	1		188,117	1	297,686	2	162,960	1	844,756	5	
<b>STA. #7</b>												
Medic Engine	195,993	1		188,117	1	297,686	2	325,921	2	1,007,716	6	
<b>STA. #68</b>												
Medic Engine	195,993	1	167,602	1	297,686	2	325,921	2	987,201	6		
<b>STA. #76</b>												
Medic Engine	0	0	167,602	1	446,528	3	325,921	2	940,051	6		
*(Truck City)	195,993	1	167,602	1	188,117	1	446,528	3	488,881	3	1,487,122	9
*(Truck County)	*0	2	*0	1	*0	1					4	
Fixed Relief				188,117	1	148,843	1	162,960	1	499,921	3	
Vacation Relief			335,205	2	297,686	2				632,890	4	
<b>SUBTOTALS</b>	783,971		838,012		752,470		2,232,642	1,792,564		6,399,658		
<b>SUBTOTAL STAFF</b>	6		6		4		16	11		43		
<b>BATTALION CHIEF</b>				234,156	each					234,156	1.0	
<b>SUBTOTAL</b>										\$234,156	44	
<b>ESTIMATED SUPPORT SERVICES</b>												
Administrative/Operational			19,444	per assigned Staff **			738,872			38.00		
Volunteer Program			7,157	Per Entity Allocation			7,157			1.0		
Medic Program				Medic FTE/Defib Basis			117,765					
Fleet Support			51,374	per Fire Suppression Equip			231,183			4.5		
ECC Support				Calls/Station Basis			306,327					
Comm/IT Support				Calls/Station Basis			520,622					
Facility Support				Assigned Staff/Station Basis			31,957					
Hazmat Support							55,716					
<b>SUPPORT SERVICES SUBTOTAL</b>							2,009,600					
<b>ESTIMATED DIRECT CHARGES</b>							92,526					
<b>FIRE ENGINE USE AGREEMENT</b>			25,331	each engine			101,325			4		
<b>ESTIMATED CITY BUDGET</b>							<u>8,837,266</u>					

\*Truck at St. #76 split funded with Riverside County and City of Menifee.

**SUPPORT SERVICES**

**Administrative & Operational Services**

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

**	38.00	Assigned Staff
	38.00	Total Assigned Staff
	4.0	Fire Stations
	8,671	Number of Calls
	15	Assigned Medic FTE
	15	Monitors/Defibs
	4	Hazmat Stations
	33	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

Facility Support - Facility maintenance staff with associated operating costs.

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

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

294,998	DEPUTY CHIEF	25,331	FIRE ENGINE
291,046	DIV CHIEF	19,444	SRVDEL
234,156	BAT CHIEF	7,157	VOL DEL
195,993	CAPT	6,005	MEDIC DEL
218,089	CAPT MEDIC	1,846	MEDIC MONITORS/DEFIBS REPLACEMENT
167,602	ENG	70,247	BATT DEL
188,117	ENG/MEDIC	15,538	ECC STATION
148,843	FF II	28.16	ECC CALLS
162,960	FF II/MEDIC	51,374	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	26,407	COMMIT STATION
140,759	FIRE SAFETY SPECIALIST	47.86	COMMIT CALLS
122,031	FIRE SYSTEMS INSPECTOR	2,247	FACILITY STATION
71,843	OFFICE ASSISTANT III	604.46	FACILITY FTE
72,531	SECRETARY I	3,487	HAZMAT STATION
		1,209.79	HAZMAT CALLS
		1,845	HAZMAT VEHICLE REPLACEMENT

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

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and
520815	Custodial
	Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
	Maint-Office
521540	Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
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529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

COOPERATIVE COST SHARING AGREEMENT BETWEEN THE CITY OF CANYON LAKE, THE CITY OF LAKE ELSINORE, THE CITY OF MENIFEE, AND THE COUNTY OF RIVERSIDE TO PROVIDE FIRE SERVICES IN THE CITY OF CANYON LAKE

THIS AGREEMENT, was made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") the City of Canyon Lake, the City of Lake Elsinore and the City of Menifee, duly created cities (hereinafter referred to as "CITIES").

SECTION 1: PURPOSE

A The COUNTY has contracted with the City of Canyon Lake, individually pursuant to a Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Canyon Lake, dated September \_\_\_, 2015, by and between the City of Canyon Lake and the County of Riverside (the "Canyon Lake Cooperative Agreement").

B. The COUNTY has contracted with the City of Lake Elsinore, individually pursuant to a Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Lake Elsinore, dated \_\_\_\_\_, 201, by and between the City of Lake Elsinore and the County of Riverside (the "Lake Elsinore Cooperative Agreement").

C. The COUNTY has contracted with the City of Menifee, individually pursuant to a Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Menifee, dated \_\_\_\_\_, 201, by and between the City of Menifee and the County of Riverside (the "Menifee Cooperative Agreement").

D. The CITIES and COUNTY desire to enter into an agreement to provide fire protection services within the City of Canyon Lake. This agreement is for the mutual benefit of both the COUNTY and the CITIES.

NOW, THEREFORE, IT IS AGREED as follows:



DRAFT

## SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The Riverside County Fire Department will respond to 911 calls originating within the City of Canyon Lake where the response from fire personnel is appropriate. The fire personnel dispatched to these calls will be within the discretion of the Riverside County Fire Department and will be the closest available fire personnel. It is anticipated that the majority of these responses will initiate from the Riverside County Fire personnel within the City of Lake Elsinore or the City of Menifee.

## SECTION III: COST SHARE

- A. The Parties agree that the cost of the fire protection services within the City of Lake Elsinore and the City of Menifee shall be billed to the City of Lake Elsinore and the City of Menifee pursuant to the respective Cooperative Agreements with the COUNTY consistent with the current agreements referenced above. The cost of these services are evidenced by Exhibit "A" to the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services for the City of Lake Elsinore for FY 2015/2016 attached hereto as Exhibit "A" and Exhibit "A" to the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services for the City of Menifee for FY 2015/2016 attached hereto as Exhibit "B". These are attached hereto as Exhibits "A" and "B" respectively.
- B. The Parties further agree that the cost of fire protection services within the City of Canyon Lake shall be billed to the City of Canyon Lake pursuant to the Cooperative Agreement with the COUNTY. The cost of these services are evidenced by Exhibit "A" to the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services for the City of Canyon Lake for FY 2015/2016 attached hereto as Exhibit "C"

## SECTION IV: TERM

This agreement shall be in effect as of the last date all the Parties have approved this Agreement and shall remain in effect for one year from that date.

## SECTION V: INDEMNIFICATION

The indemnification provisions as provided in the respective Cooperative Agreements referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

## SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

DRAFT

COUNTY OF RIVERSIDE

County Fire Chief  
210 W. San Jacinto Ave.  
Perris, CA 92570

CITY OF CANYON LAKE

City Manager  
31516 Railroad Canyon Road  
Canyon Lake, CA 92587

CITY OF LAKE ELSINORE

City Manager  
130 South Main Street  
Lake Elsinore, CA 92530

CITY OF MENIFEE

City Manager  
29714 Haun Road  
Menifee, CA 92586

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII: GENERAL PROVISIONS

A. ALTERATION OF TERMS.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

B. JURISDICTION AND VENUE.

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the Superior Court in the County of Riverside. This selection of venue is made knowingly and with the advice of the parties' respective legal counsel. Should venue be challenged by any party for any reason, the parties agree and stipulate to venue in the Superior Court in the County of San Bernardino. No other venue will be requested by any party.

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C. WAIVER.

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.
2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ENTIRE AGREEMENT.

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

[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 CANYON LAKE

By: \_\_\_\_\_  
JORDAN EHRENKRAZ,  
Mayor

ATTEST:  
Ariel Hall,  
City Clerk

APPROVED AS TO FORM:  
ELIZABETH MARTYN,  
City Attorney

By: \_\_\_\_\_  
ELIZABETH MARTYN,  
City Attorney

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

(SEAL)

Dated: \_\_\_\_\_

CITY OF LAKE ELISNORE

By: \_\_\_\_\_  
STEVE MANOS,  
Mayor

ATTEST:  
DIANA GIRON,  
City Clerk

APPROVED AS TO FORM:  
BARBARA LEILBOLD,  
City Attorney

By: \_\_\_\_\_  
BARBARA LEILBOLD,  
City Attorney

DRAFT

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

(SEAL)

Dated: \_\_\_\_\_

CITY OF MENIFEE

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

SCOTT MANN, Mayor,

ATTEST:  
KATHY BENNETT,  
City Clerk

APPROVED AS TO FORM:  
JEFF MELCHING,  
City Attorney

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

JEFF MELCHING,  
City Attorney

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

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

Marion Ashley,  
Chairman, Board of Supervisors

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

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

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

GREGORY P. PRIAMOS,  
County Counsel

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

Deputy