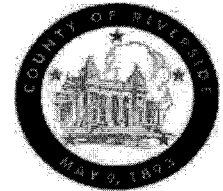


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.8

MEETING DATE:

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

Tuesday, November 8, 2016

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Accept the Donation of Mobile Emergency Operation Center Vehicle from the Cities of Indian Wells and Palm Desert. District 4 [\$0] 100% City Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the donation of a Mobile Emergency Operation Center (MEOC) Vehicle from the Cities of Indian Wells and Palm Desert for the provision of Emergency Services until such time as Emergency Services Agreements with both cities are terminated.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% City Funds			Budget Adjustment: No	
			For Fiscal Year: 16/17	

C.E.O. RECOMMENDATION: Approve

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: November 8, 2016
xc: EMD

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

3-8

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

BACKGROUND:

Summary

In order to provide the highest quality of service to their residents at the most competitive cost, the Cities of Indian Wells and Palm Desert requested an additional Emergency Services Coordinator position be hired to serve the residents of both communities. The position's time and cost is split evenly between the two cities. Duties include, but are not limited to, the overall management and maintenance of each City's Emergency Operations Center, the training of each City's staff to effectively respond to an emergency, training of City staff, volunteers and residents to be self-sufficient through the Community Emergency Response Team (CERT) training program, community outreach, grant management of available Emergency Management and Homeland Security grants, and other related assignments.

The agreements with Indian Wells and Palm Desert for the Emergency Services Coordinator (ESC) position were approved by the Board of Supervisors on August 23, 2016 (agenda item 3-37). The additional MOU for the donation of a dedicated vehicle for use by the ESC to respond to emergencies that occur within the two cities has been approved by the respective city councils and is now before the Board of Supervisors for approval. The vehicle was purchased and outfitted according to County specifications for MEOC. Purchasing-Fleet Services was consulted and since this is a donation of a new vehicle, inspection is not required.

Impact on Residents and Businesses

The donation of a fully equipped emergency response vehicle for use by the Emergency Services Coordinator dedicated to serving the cities of Palm Desert and Indian Wells will enhance the preparedness and response capabilities of the cities and residents in case of an emergency or natural disaster.

Additional Fiscal Information

Vehicle maintenance and fuel will be provided by the County and billed quarterly to the cities based on actual usage. In the event the Emergency Services contracts are terminated, the vehicle will be transferred back to the possession of the cities or purchased by the County based on the fair market value of the MEOC at the time of termination.

**MEMORANDUM OF UNDERSTANDING
FOR SHARED MOBILE EMERGENCY OPERATION CENTER**

This Memorandum of Understanding ("Agreement") is entered into effective July 1, 2016, by and among the Cities of Indian Wells ("Indian Wells") and Palm Desert ("Palm Desert") (hereinafter collectively referred to as the "Member Cities"), and the County of Riverside on behalf of its Emergency Management Department ("EMD"). The Member Cities and EMD agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the Member Cities and EMD as they relate to the acquisition, disposition, maintenance and repair, insurance, use, coordination and other issues concerning a dedicated vehicle for emergency response, otherwise referred to herein as a "mobile emergency operations center" ("MEOC") for emergency preparedness and response services provided under separate contract currently in effect, and as it may hereafter be extended, by and between each of the Member Cities, respectively, and the EMD ("Emergency Services Contract").

II. ACQUISITION AND OUTFITTING OF MEOC

For purposes of proactively preparing for, responding to and recovering from multi-hazard emergency events within their jurisdictions, the Member Cities shall acquire and initially share title to, and shall equally share the cost of acquisition and outfitting of, the MEOC. Among other requirements, the MEOC shall be equipped to respond to emergency situations with lights and sirens, and shall contain such other equipment which the Member Cities and the EMD agree are reasonable and necessary for emergency response.

III. DONATION OF VEHICLE TO EMD

Following acquisition and outfitting of the MEOC by the Member Cities as set forth herein above, the Member Cities shall donate and transfer title of the MEOC to EMD (County of Riverside), and EMD shall accept such donation by the Member Cities.

IV. USE, MAINTENANCE, INSURANCE AND OTHER RESPONSIBILITIES OF EMD REGARDING MEOC

- (a) During the period commencing with donation of the MEOC to EMD and through the date that the MEOC is donated back to the Member Cities as set forth hereinafter ("Use Period"), EMD shall be solely responsible for the operation, maintenance and repair of the MEOC, including without limitation all costs and expenses related thereto.
- (b) At all times during the Use Period, EMD shall repair and maintain the MEOC such that the MEOC remains in substantially the same condition as when it was donated by the Member Cities to EMD, subject to normal wear and tear.
- (c) At all times during the Use Period, EMD shall procure and maintain full and adequate insurance, or shall be self-insured in accordance with a self-insurance

program of the County of Riverside, covering (1) damage to or loss of the MEOC, at the full replacement value of the MEOC, as equipped pursuant to this Agreement, and (2) operation of the MEOC. In the event of partial damage to the MEOC, EMD shall promptly restore the MEOC to substantially the condition it was in as of the date of its donation to EMD. In the event of total loss of the MEOC, EMD shall promptly pay to each Member City one-half of the insurance proceeds covering such loss. Evidence of such insurance policies or self-insurance shall be provided to the Member Cities upon donation of the MEOC to the EMD, and EMD shall promptly notify the Member Cities in writing of any update or change in such insurance. All such insurance shall be subject to approval by the Member Cities.

- (d) At all times during the Use Period, the MEOC shall predominately serve only the Member Cities, shall be used only by staff regularly assigned to the Member Cities on a full-time or temporary basis, and shall only be used outside the boundaries of the Member Cities for routine duty officer rotations as agreed to in the Emergency Services Contracts or as otherwise approved in advance by both of the Member Cities.

V. PURCHASE BY EMD OR DONATION BACK TO MEMBER CITIES

In the event that both of the Member Cities concurrently terminate their Emergency Services Contracts prior to expiration of the terms thereof, if the term of the Emergency Services Contracts of both of the Member Cities is not extended, or if the Emergency Services Contract of one of the Member Cities survives that of the other, then one of the following shall occur:

- (a) If both Emergency Services Contracts terminate concurrently, then EMD and the Member Cities may in their mutual discretion negotiate the purchase of the MEOC, as equipped, by EMD at fair market value; provided that if the parties desire to arrive at a purchase and sale but cannot agree upon the fair market value, then the parties in their mutual discretion may select a mutually agreed upon appraiser to determine fair market value, for which the EMD shall pay one-half, and the Member Cities shall each equally share in paying for the other half; or
- (b) If EMD and the Member Cities cannot agree upon a purchase and sale of the MEOC, as equipped, then EMD shall donate the MEOC, as equipped, back to the Member Cities, or as applicable to the Member City with the surviving Emergency Services Contract as described in Section VI, in substantially the same condition as when it was donated by the Member Cities to the EMD, subject to normal wear and tear, without any obligation of the Member Cities or Member City (as applicable) to make payment to the EMD therefor.

VI. MEMBER CITIES' OBLIGATIONS TO EACH OTHER UPON CERTAIN EVENTS

- (a) If one of the Member Cities terminates or does not extend the term of its Emergency Services Contract and the other Member City's Emergency Services Contract remains in effect or is extended, then the Member City with the surviving Emergency Services Contract shall pay to the terminating Member City

an amount of money equal to one-half of the fair market value of the MEOC, as equipped, determined as of the effective date of such termination or expiration of the Emergency Services Contract. If the Member Cities cannot agree upon such fair market value, then the Member Cities shall select a mutually agreed upon appraiser, for whom each Member City shall pay one-half of the fees and costs, and the payment made to the other Member City hereunder shall be one-half of the resulting appraised value. For purposes of this Subsection (a), any Member City terminating its Emergency Services Contract shall provide notice to the other Member City at the same time it provides notice thereof to the EMD, and any Member City not extending the term of its Emergency Services Contract shall provide notice thereof to the other Member City at least thirty (30) days prior to the effective date of expiration of the term of its Emergency Services Contract.

- (b) If the MEOC is otherwise donated back to both Member Cities pursuant to Section V, then the Member Cities shall negotiate in good faith the terms and conditions of the retention and use of the MEOC by the Member Cities, or else its disposition, in which latter event the proceeds of sale, if any, shall be distributed equally between the Member Cities.
- (c) In the event that the Member Cities mutually agree that the MEOC requires replacement or additional outfitting with new equipment for any reason, the Member Cities shall acquire and initially share title to a new MEOC and any and all such equipment. The terms and provisions of this Agreement applicable to the previously acquired MEOC shall be applicable to such newly acquired MEOC.

VII. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall become effective on the last date that all of the Member Cities and EMD execute this Agreement. This Agreement shall terminate on the date that the later of the following events occurs: (a) both Emergency Services Contracts, as they may be extended, concurrently terminate, and (b) the date that any surviving Emergency Services Contract, as it may be extended, terminates.

IN WITNESS WHEREOF the Member Cities and EMD have executed this Agreement as of the dates set forth below.

IN WITNESS WHEREOF the Member Cities and EMD have executed this Agreement as of the dates set forth below.

CITY OF INDIAN WELLS

Approved as to Form:

By: Wade G. McKinney
Wade G. McKinney, City Manager

By: Stephen P. Deitsch
Stephen P. Deitsch, City Attorney

Date: September 20, 2016

Date: September 28, 2016

Attest:

Anna Grandys
Anna Grandys, City Clerk

CITY OF PALM DESERT

Approved as to Form:

By: Justin McCarthy
Justin McCarthy, Interim City Manager

By: Robert Hargreaves
Robert Hargreaves, City Attorney

Date: _____

Date: _____

COUNTY OF RIVERSIDE

Approved as to Form:

By: John J. Benoit
JOHN J. BENOIT

By: Phil [Signature]
County Counsel

Date: NOV 08 2016

Date: 10/31/16

ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature]
DEPUTY

**Memorandum of Understanding
For Shared Mobile Emergency Operation Center**

CONTRACT NO. C35720

IN WITNESS WHEREOF, the Member Cities and EMD have executed this Agreement as of the dates set forth below.

CITY OF PALM DESERT

APPROVED: SEPTEMBER 22, 2016


JAN C. HARNIK, MAYOR PRO-TEM

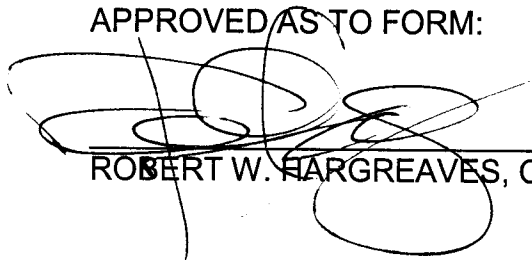
DATE: Oct 3, 2016

ATTEST:


RACHELLE D. KLASSEN, CITY CLERK
CITY OF PALM DESERT, CALIFORNIA

DATE: 10-5-2016

APPROVED AS TO FORM:


ROBERT W. HARGREAVES, CITY ATTORNEY