

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



ITEM
3.25
(ID # 7497)

MEETING DATE:
Tuesday, July 17, 2018

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Ratification and Approval of the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services between the City of Indio, the City of La Quinta, the City of Coachella and the County of Riverside to share the cost of a Ladder Truck Company for three (3) years. District 4; [\$5,815,917]; 75% Contract Reimbursement, 12% Structural Fire Taxes, and 13% General Funds

RECOMMENDED MOTION: That the Board of Supervisors:


1. Ratify and Approve the attached Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services between the City of Indio, the City of La Quinta, the City of Coachella and County of Riverside; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County; and
3. Authorized the Fire Chief to negotiate and execute any amendments to the Exhibit "A" of this Agreement.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, 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, Perez and Ashley
Nays: None
Absent: None
Date: July 17, 2018
xc: Fire

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,845,490	\$ 1,938,978	\$ 5,815,917	\$ N/A
NET COUNTY COST	\$ 239,913	\$ 252,067	\$ 750,069	\$ N/A
SOURCE OF FUNDS: Contract Revenue 75%, 12% Structural Fire Taxes and 13% General Fund			Budget Adjustment: No	
			For Fiscal Year: 18/19–20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Indio, the City of La Quinta and the City of Coachella desires to continue the ladder truck company cost share agreement for Fire Protection, Rescue and Medical Emergency Services with the Riverside County Fire Department. The ladder truck serves the County unincorporated area, the City of Indio, the City of La Quinta and the City of Coachella. There were no changes in the Agreement level of staffing since the previous signed Amendment. The term of this agreement is July 1, 2018 through June 30, 2021. The total estimated contract revenue will be received annually to cover 75 percent of the contract costs. The County portion of the contract is funded with Structural Fire Taxes and General fund and is \$461,373 for FY 18/19, \$484,745 for FY 19/20 and \$507,862 for FY 20/21. The total contract amount for FY 18/19 is estimated at \$1,845,490, FY 19/20 \$1,938,978 and FY 17/18 \$2,031,449. It is subject to increase and/or decrease based on fiscal year end reconciliation of support services with actual costs to be adjusted on the 4th Quarter Invoice sent out in August following the fiscal year close..

The City of Indio approved the agreement on June 20, 2018. The City of La Quinta approved the agreement on June 6, 2018. The City of Coachella approved the agreement on May 23, 2018.

The agreement has been reviewed and approved as to form by County Counsel.

Impact on Residents and Businesses

There are no changes to the staffing level in the Agreement; therefore, there will be no impact on businesses or citizens of the City of Indio, the City of La Quinta and the City of Coachella due to the renewal of this agreement. However, the language in the Agreement does state that the Cities may request an increase or decrease of employees or services assigned to the Cities with one hundred twenty (120) day written notice to the County. All requests for changes will be evaluated by the designated Chief Officer and/or County Fire Chief to ensure that the levels of service provided to the Community are at or above the minimum standard requirements. Any concerns will be discussed with the City Representative.

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STATE OF CALIFORNIA


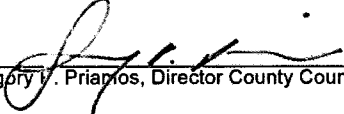
SUPPLEMENTAL:



Additional Fiscal Information

Fire estimates receiving revenue in FY 18/19 of \$1,384,118, FY 19/20 \$1,454,234 and FY 20/21 \$1,523,587. This amount is included in Fire's FY 18/19 Budgeted Estimated Revenue.

Contract History and Price Reasonableness

The City of Indio has been contracting for Riverside County Fire Service since 1997. The City of La Quinta has been contracting for Riverside County Fire Services since 1985. The City of Coachella has been contracting for Riverside County Fire Services since 1990. The ladder cost share agreement began in January 18, 2006 and an amendment was last approved by the Board of Supervisors on January 30, 2018, Item #3.10. The estimated contract increase from the previous Exhibit A amendment is 2.17%. This increase is due to various rate increases from the State Cooperative Agreement, the County cost increases.

 Daniel Talbot, Chief Cal Fire Riverside County	6/27/2018	 Gregory V. Priamos, Director County Counsel	6/27/2018
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 Diane Sinclair, Deputy Director-Fire Admin	7/9/2018	 Ryan Carter, Principal Management Analyst	7/10/2018
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 Gregory V. Priamos, Director County Counsel	6/27/2018
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**A COOPERATIVE AGREEMENT BETWEEN THE CITY OF INDIO, THE CITY OF LA
QUINTA, THE CITY OF COACHELLA, AND THE COUNTY OF RIVERSIDE TO
SHARE THE COST OF A LADDER TRUCK COMPANY**

THIS AGREEMENT, was made and entered into this 6TH day of June, 2018, by and between the County of Riverside, on behalf of the Fire Department, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and the City of Indio, City of La Quinta, and the City of Coachella, each a duly created city (hereinafter each a "CITY" and collectively the "CITIES"). COUNTY and CITIES are hereinafter collectively referred to as the "Parties".

SECTION I: PURPOSE

A. The COUNTY has contracted with the CITIES individually for the provision of Fire Protection, Fire Prevention, Rescue, and Medical Services in a separate cooperative agreement respectively.

B. The CITIES and COUNTY desire to enter into a cost sharing agreement for a ladder truck which will be of mutual benefit for all involved agencies.

C. The CITIES and COUNTY believe the ladder truck staffing cost should be equitably distributed to the participating agencies.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The ladder truck shall be dispatched, when available, to all residential and commercial structure fires within the jurisdictions of the CITIES and COUNTY. The ladder truck shall also be utilized for staffing and expertise in other emergencies relating to entrapment and medical emergencies. The truck shall be located in a position to provide a response time of fifteen minutes, or less, to the CITIES.

SECTION III: COST SHARE

The Parties agree the cost of the ladder truck shall be billed to CITIES by the COUNTY with the normal quarterly billing pursuant to the CITIES respective cooperative agreements, and the cost will be shown as a line item on that bill. The CITIES will receive an estimated cost of the ladder truck staffing based on the top step salaries of the personnel assigned to the ladder truck, at the first of the fiscal year. The cost pool of the ladder truck shall consist of the salaries of 2.3 Fire Captains, 2.3 Fire

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Apparatus Engineers, 3 Firefighter II Paramedics and 1.4 Firefighters II. A maintenance budget of \$20,000 will also be included in the cost pool. The cost shall be distributed by the CITIES of Indio contributing fifty percent (50%), the County of Riverside contributing twenty-five percent (25%), and the cities of La Quinta and Coachella each contributing twelve and one half percent (12.5%) of the actual cost of the staffing and maintenance of the ladder truck.

SECTION IV: TERM

The term of this Agreement shall be from July 1, 2018 to June 30, 2021. Any party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party's hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of the California Department of Forestry and Fire Protection (hereinafter "CAL FIRE") or CITIES, COUNTY agrees to continue to provide Fire Services to CITIES until such time as CITIES has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2020.

SECTION V: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITIES, their 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, "**County Liabilities**"). Notwithstanding the foregoing, the only County 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 County 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, but subject to the limits in this paragraph, each 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 the respective CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of the respective CITY, its officers, employees, subcontractors, agents, or representatives (collectively, "**City Liabilities**"). No CITY shall be required to indemnify, protect, defend and hold harmless County Indemnitees for the acts or omissions of another CITY giving rise to City Liabilities in that other City pursuant to this Agreement. Furthermore, and notwithstanding the first sentence of this paragraph, the City Liabilities with respect to which each CITY's obligation to indemnify, including the cost to defend, the County Indemnitees does not apply with respect to City 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 VI: OWNERSHIP, MAINTENANCE, REPAIRS

The City of Indio owns the ladder truck and maintains the insurance on said ladder truck. The ladder truck maintenance and/or repair costs shall be paid through the cost allocation plan or as a direct invoice distributed to each Party, with the City of Indio contributing fifty percent (50%), the County of Riverside contributing twenty-five percent (25%), and the cities of La Quinta and Coachella each contributing twelve and one half percent (12.5%) of the actual cost of the maintenance and/or repair of the ladder truck.

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.

COUNTY OF RIVERSIDE
County Fire Chief
210 W. San Jacinto Ave.
San Jacinto, CA 92570

CITY OF INDIO
City Manager
100 Civic Center Mall
Indio, CA 92201

CITY OF LA QUINTA
City Manager
78-495 Calle Tampico
La Quinta, CA 92247

CITY OF COACHELLA
City Manager
1515 6th Street
Coachella, CA 92236

Any notice required to be given hereunder to either party shall be given by personal delivery or be deposited 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 both Parties.

B. DISPUTES

CITIES shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITIES, 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 CITIES 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 CITIES 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. CITIES and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITIES 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.4th 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 CAL

FIRE employees, to the extent permissible under the COUNTY's contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

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 CITIES Manager shall administer this Agreement on behalf of its own CITIES.

F. ATTORNEY'S FEES

If CITIES 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 CITIES 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.

G. 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

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: 6-20-18

CITY OF INDIO

By: Mark Scott
Mark Scott, City Manager

ATTEST:

APPROVED AS TO FORM:

By: Maria Ypiano for
Cynthia Hernandez, City Clerk

By: Roxanne Diaz
Roxanne Diaz, City Attorney

(SEAL)

Dated: _____

CITY OF LA QUINTA

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____
City Attorney

(SEAL)

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

[SIGNATURE PROVISIONS ON NEXT PAGE]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF INDIO

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

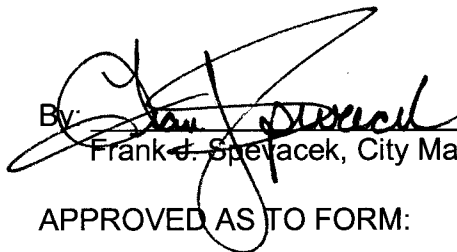
By: _____
City Clerk

By: _____
City Attorney

(SEAL)

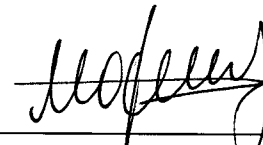
Dated: _____

CITY OF LA QUINTA

By:  _____
Frank J. Spivacek, City Manager

ATTEST:

APPROVED AS TO FORM:

By:  _____
Monika Radeva, Acting City Clerk

By:  _____
William H. Ihrke, City Attorney

(SEAL)

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

Dated: May 23, 2018


CITY OF COACHELLA

By: 
City Manager

ATTEST:

APPROVED AS TO FORM:

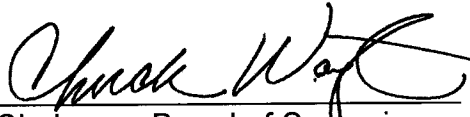
By: Andrea Caranza

By: 
City Attorney

(SEAL)

Dated: JUL 17 2018


COUNTY OF RIVERSIDE

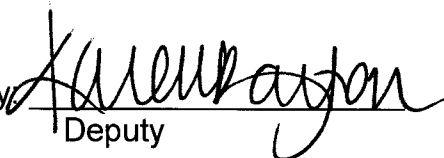
By: 
Chairman, Board of Supervisors
CHUCK WASHINGTON

ATTEST:

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

KECIA HARPER-IHEM
Clerk of the Board

By: 
GREGORY P. PRIAMOS,
County Counsel

By: 
Deputy

(SEAL)

EXHIBIT "A"
TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE DESERT TRUCK SHARED WITH
THE CITIES OF COACHELLA, INDIO AND LA QUINTA
ESTIMATE DATED JANUARY 1, 2018 FOR FY2018/2019 THROUGH FY2020/2021

CITY BUDGETED EXHIBIT "A" ESTIMATES

FISCAL YEAR 2018/2019	\$1,845,490
FISCAL YEAR 2019/2020	\$1,938,978
FISCAL YEAR 2020/2021	\$2,031,449
TOTAL CITY BUDGET ESTIMATES FOR FY2018/2019 - FY2020/2021	<u>\$5,815,917</u>