

# Rubidoux Community Services District

## Board of Directors

Christopher Barajas  
Armando Muniz  
Bernard Murphy  
F. Forest Trowbridge  
Hank Trueba Jr.

## Secretary-Manager

David D. Lopez



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Water Resource Management    Refuse Collection    Street Lights    Fire / Emergency Services    Weed Abatement

## NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING 4:00 PM, March 1, 2018

1. Call to Order - Director Murphy, President
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for February 15, 2018, Regular Board Meeting
5. Consideration to Approve March 2, 2018, Salaries, Expenses and Transfers
6. Acknowledgements - Members of the public may address the Board at this time on any non-agenda matter.
7. Correspondence and Related Information
8. Manager's Report:

**ACTION ITEMS:**

9. Present, Review and Discuss Cooperative Agreement for Fire Services for FY's 2018/19 thru 2020/21: **DM 2018-07**
10. Directors Comments - Non-action
11. Adjournment

Closed Session: At any time during the regular session, the Board may adjourn to a closed executive session to consider matter of litigation, personnel, negotiations, or to deliberate on decisions as allowed and pursuant with the open meetings laws. Discussion of litigation is within the Attorney/Client privilege and may be held in closed session.

Authority: Government code 11126-(a) (d) (q).

4. APPROVAL OF MINUTES FOR FEBRUARY 15, 2018,  
REGULAR BOARD MEETING

**MINUTES OF REGULAR MEETING**  
**February 15, 2018**  
**RUBIDOUX COMMUNITY SERVICES DISTRICT**

**DIRECTORS PRESENT:** F. Forest Trowbridge  
Christopher Barajas  
Hank Trueba Jr.  
Armando Muniz

**DIRECTORS ABSENT:** Bernard Murphy

**STAFF PRESENT:** Dave Lopez, General Manager  
Steve Appel, Assistant General Manager  
Krysta Krall, Manager of Fiscal Services  
Brian Jennings, Accounting/Budgeting Manager

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by Director Trueba, at 4:00 P.M., Thursday, February 15, 2018, at the District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

**ITEM 4. APPROVAL OF MINUTES**

Approval of Minutes for Regular Board Meeting, February 1, 2018.

**Director Barajas moved and Director Muniz seconded to approve the February 1, 2018 Minutes.**

**The motion was carried unanimously.**

**Ayes – 1 (Barajas, Trowbridge, Trueba, Muniz)**

**Noes – 0**

**Absent – 1 (Murphy)**

**ITEM 5. Consider to Approve the Salaries, Expenses and Transfers.**

Consideration to Approve February 16, 2018, Salaries, Expenses and Transfers.

**Director Muniz moved and Director Trowbridge seconded to Approve the February 16, 2018, Salaries, Expenses and Transfers.**

**The motion was carried unanimously.**

**Ayes – 4 (Barajas, Trowbridge, Trueba, Muniz)**

**Noes – 0**

**Absent - 1 (Murphy)**

## **ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS**

Mr. Clint Lorimore, Director of Government Affairs for the Riverside County Building Industry Association, requested that if the District plans to move forward with adjusting connection fees, that they be provided a study so they could validate it. The more time they have to validate a new study, the better. As a development industry they want to understand what they need to pay for, and the mitigation factors.

## **ITEM 7. CORRESPONDENCE AND RELATED INFORMATION**

The first piece of information was from the California Water News Daily, which discussed California lacking snow pack this year. Statewide we are at only 4.9 inches, or 27 percent of the date's average. We need more rain and snow. The next article was from the Lake County Record-Bee called *A "March Miracle?" Not likely, experts say.* This speaks about rain and the experts are saying not likely this year. The final article was from the Press Enterprise regarding Jurupa Valley moving forward with a park proposal for the Santa Ana River area.

## **ITEM 8. MANAGER'S REPORT**

### **Operations Report:**

Everything is running smoothly.

### **Emergency and Fire Report:**

The Incident Report for January 1 – January 31, 2018 there were a total of 302 calls, in comparison to the same period in 2017, there were a total of 283 calls. The year to date total is 302, compared to 283 in 2017.

## **ITEM 9. DM 2018-05. Review and File Cash Asset Report for all District Fund Accounts Ending January 2018.**

The year-to-date Interest ending January 31, 2018 is \$135,514.00 for District controlled accounts. With respect to District "Funds in Trust", we show \$5,988.00 which has been earned and posted. The District has a combined YTD total of \$141,445.54 as of January 31, 2018.

With respect to the District's Operating Funds (Excluding Operating Reserves), we show a balance of \$5,988,876.00 ending January 31, 2018. That is **\$1,017,803.00 MORE** than July 1, 2017, beginning balance of \$4,971,073.00.

The District's Field/admin Fund continues to grow and current fund balance nears \$339,400.00.

Submitted for the board of directors consideration is the *January 2018, Statement of Cash Asset Schedule Report* for your review and acceptance this evening.

**Director Trowbridge moved and Director Muniz seconded to Receive and File the Statement of Cash for the Month of January 2018 for the Rubidoux Community Services District.**

**The motion was carried unanimously.**

**Ayes – 4 (Barajas, Trowbridge, Trueba, Muniz)**

**Noes – 0**

**Absent - 1 (Murphy)**

**ITEM 10. DM 2018-06. Present, Review and Discuss Water and Wastewater Capital Facilities and Mitigation Fees for New Developments Planned for FY 2018-2019.**

On July 21, 2016, the RCSD Board of Directors approved Ordinance 2016-118 which adjusted the water, wastewater, and fire protection impact fees on all new developments within the RCSD service area. A copy of the Ordinance is attached for your information. Prior to the adoption of the Ordinance in 2016, the District had not adjusted the impact fees since November 1992. When the District approved the Ordinance, Staff committed to a more frequent review of the capacity fees. Recent water quality regulation changes imposed by the State necessitate a fresh look at the capacity fees imposed by the District.

Currently, the District's capacity fees are as follows:

**WATER**

Typical Single Family Residential Home (3/4 – inch meter):

Current Impact Fee = \$6,800.00

Typical Commercial/Industrial (1-inch meter):

Current Impact Fee = \$11,356.00

**WASTEWATER**

	Impact Fee
EDU	Current
1	\$5,200.00

**FIRE PROTECTION**

	Impact Fee
	Current
Residential/Unit	\$815.00
Non-Res*	\$0.41/sqft

\*Note: Non-Res fee not less than Residential fee.

**STAFF PRESENTATION TO FOLLOW**

Staff gave a detailed presentation, review and discussion of water and wastewater capital facilities and mitigations fees for new development.

This item is agendaized as an informational update to the Board. In upcoming Board meetings, Staff will present findings of our engineering analysis with recommendation for possible adjustments and scheduling of a public hearing for the adoption (if changes are recommended).

**Informational item only, no action necessary by the Board.**

**ITEM 11. Directors Comments – Non action.**

Director Trueba adjourned the February 15, 2018 Regular Board meeting.

5. CONSIDERATION TO APPROVE MARCH 2, 2018 SALARIES,  
EXPENSES AND TRANSFERS



RUBIDOUX COMMUNITY SERVICES DISTRICT  
MARCH 1, 2018 (BOARD MEETING)  
FUND TRANSFER AUTHORIZATION

NET PAYROLL 3/9/2018	60,700.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 3/12/18	24,500.00
WIRE TRANSFER: STATE PAYROLL TAXES 3/12/18	5,600.00
WIRE TRANSFER: TO CREDIT UNION	2,450.00
WIRE TRANSFER: PERS RETIREMENT	15,200.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	200.00
WIRE TRANSFER: SECTION 125	300.00
WIRE TRANSFER: SECTION 457	3,195.00

3/1/2018 WATER FUND TO GENERAL FUND-Payables	229,079.47
WATER FUND TO GENERAL FUND-Trash	77,594.51
WATER FUND TO SEWER FUND	63,051.54

SEWER FUND TO GENERAL FUND-Payables	264,593.87
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3/1/2018 SEWER FUND CHECKING TO LAIF SEWER OP	-
SEWER FUND CHECKING TO WATER FUND CHECKING	-
LAIF SEWER OP TO SEWER FUND CHECKING	200,000.00
LAIF WASTEWATER RESERVE TO LAIF SEWER OP	150,000.00
LAIF SEWER ML TO LAIF SEWER OP	11,334.85
LAIF WASTEWATER REPLACEMENT TO LAIF SWR OP	-
GENERAL FUND CHECKING TO LAIF SEWER ML	-
GENERAL FUND CHECKING TO LAIF PROP TAX	-
GENERAL FUND PROPERTY TAX TO GF CHECKING	25,000.00
GENERAL FUND CHECKING TO GENERAL FUND PROP TAX	-
LAIF GENERAL TO GENERAL FUND CHECKING	-
LAIF PROPERTY TAX TO GF CHECKING	90,000.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	92,000.00
WATER FUND CHECKING TO LAIF-W.R.	13,000.00
LAIF WATER ML TO LAIF WATER REPLACEMENT	-
LAIF WATER ML TO WATER FUND CHECKING	-
LAIF WATER OP TO WATER FUND CHECKING	200,000.00
LAIF WATER RESERVE TO LAIF WATER OP	-
LAIF WATER REPLACE TO LAIF WATER OP	194,837.32
LAIF WATER OP TO LAIF WATER RESERVE	-
WATER FUND CHECKING TO LAIF WATER RESERVE	50,000.00
WATER FUND CHECKING TO LAIF WATER OP	-
LAIF WATER FIELD/ADMIN TO LAIF WATER OP	-
LAIF COP TO WATER FUND CHECKING	-
LAIF COP TO LAIF WATER OP	-

**NOTES PAYABLE**

<u>DESCRIPTION</u>	<u>BALANCE</u>		<u>PAYMENT</u>	<u>DUE DATE</u>
City of Riverside (Headworks Replacement)	13,564	Prin.	13,564	Oct-18
U.S. Bank Trust (1998 COP's Refunding)	4,170,000	Prin.	616,335	Dec-18
U.S. Bank Trust (1998 COP's Refunding)	1,012,101	Intr.	106,335	Jun-18
MN Plant-State Revolving Loan	4,752,815	Prin.	121,008	Jul-18
MN Plant-State Revolving Loan	1,074,319	Intr.	61,090	Jul-18

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PO Number		Immediate GL Account	Immediate GL Account		Check #			Payment Date	Discount
GL Date					Credit Card				Total Invoice
					CC Reference #				
52	18723 / RUBIDOUX TIRE ✓								2814125 ✓
R&M TRK		2/13/2018	N	N		3/13/2018	2/13/2018 ✓		\$0.00
3/1/2018					N				\$17.00 ✓
53	18723 / RUBIDOUX TIRE ✓								2814142 ✓
R&M TRK		2/13/2018	N	N		3/13/2018	2/13/2018 ✓		\$0.00
3/1/2018					N				\$17.00 ✓
54	19130 / SCE ✓								18M2317748135
SWR PMP ENRGY		2/17/2018	N	N		3/8/2018 ✓	2/17/2018 ✓		\$0.00
3/1/2018					N				\$1,784.84 ✓
55	19130 / SCE ✓								18M2323283572
SWR PMP ENRGY		2/17/2018	N	N		3/8/2018 ✓	2/17/2018 ✓		\$0.00
3/1/2018					N				\$252.76 ✓
56	19130 / SCE ✓								18M2036525988
SWR PMP ENRGY		2/17/2018	N	N		3/8/2018 ✓	2/17/2018 ✓		\$0.00
3/1/2018					N				\$728.86 ✓
57	19130 / SCE ✓								18M2352968572
WTR PMP ENRGY		2/16/2018	N	N		3/7/2018 ✓	2/16/2018		\$0.00
3/1/2018					N				\$10,972.66 ✓
58	19130 / SCE ✓								18M2271820763
WTR PMP ENRGY		2/16/2018	N	N		3/7/2018 ✓	2/16/2018		\$0.00
3/1/2018					N				\$282.46 ✓
59	19885 / STREAMLINE ✓								96800
WEBSITE		2/18/2018	N	N		3/20/2018 ✓	2/18/2018		\$0.00
3/1/2018					N				\$400.00 ✓
60	20505 / TKE ENGINEERING, INC. ✓								2017-625 ✓
8" PVC 36TH ST ✓		2/5/2018	N	N		3/5/2018 ✓	2/5/2018 ✓		\$0.00
3/1/2018					N				\$6,546.62 ✓
61	20505 / TKE ENGINEERING, INC. ✓								2017-670 ✓
AVALON SWR IMPRVMT ✓		2/5/2018	N	N		3/5/2018	2/5/2018 ✓		\$0.00
3/1/2018					N				\$11,334.85 ✓
62	20505 / TKE ENGINEERING, INC. ✓								2018-33 ✓
8" PVC 36TH ST ✓		2/5/2018	N	N		3/5/2018	2/5/2018 ✓		\$0.00
3/1/2018					N				\$19,755.00 ✓
63	20879 / TRUSSELL TECHNOLOGIES INC. ✓								4958
CITY RVSD LITGN		1/31/2018	N	N		3/30/2018 ✓	1/31/2018 ✓		\$0.00
3/1/2018					N				\$4,908.00 ✓
64	23350 / WEBB, ALBERT A. ASSOCIATES INC ✓								180389 ✓
CITY RVSD LITGN		1/27/2018	N	N		3/27/2018 ✓	1/27/2018 ✓		\$0.00
3/1/2018					N				\$466.25 ✓
65	23370 / WEKA, INC. ✓								20180206 #1 ✓
8" WTR 36TH ST ✓		2/6/2018	N	N		3/6/2018	2/6/2018 ✓		\$0.00
3/1/2018					N				\$168,535.70 ✓
66	2030 / BABCOCK, E S & SONS, INC ✓								BB81271-0267 ✓
WTR ANALYSES		2/16/2018	N	N		3/16/2018	2/16/2018 ✓		\$0.00
3/1/2018					N				\$490.00 ✓
67	2030 / BABCOCK, E S & SONS, INC ✓								BB81278-0267 ✓
WTR ANALYSES		2/16/2018	N	N		3/16/2018	2/16/2018		\$0.00
3/1/2018					N				\$75.00 ✓
68	2030 / BABCOCK, E S & SONS, INC ✓								BB81279-0267 ✓
LAB FEES		2/16/2018	N	N		3/16/2018	2/16/2018		\$0.00
3/1/2018					N				\$180.00 ✓

*OK*  
*2/21/2018*

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PO Number		Immediate GL Account			Check #				Discount
GL Date					Credit Card		Payment Date		Total Invoice
1	1450 / AIRGAS USA, LLC ✓								9951248981 ✓
C02 TNKS		1/31/2018	N	N		3/2/2018 ✓	1/31/2018 ✓		\$0.00
3/1/2018					N				\$140.98 ✓
2	1810 / AQUA METRIC SALES CO ✓								0068440 ✓
3/4" MTRS		2/6/2018	N	N		3/6/2018 ✓	2/6/2018 ✓		\$0.00
3/1/2018					N				\$11,475.38 ✓
3	1810 / AQUA METRIC SALES CO ✓								0068423 ✓
PARTS		2/5/2018	N	N		3/5/2018 ✓	2/5/2018 ✓		\$0.00
3/1/2018					N				\$183.82 ✓
4	1863 / ASCE/MEMBERSHIP								20180209 ✓
DUES - APPEL		2/9/2018	N	N		3/9/2018 ✓	2/9/2018 ✓		\$0.00
3/1/2018					N				\$300.00 ✓
5	1875 / AT&T ✓								000010895019 ✓
PHONE CHGS		2/7/2018	N	N		3/7/2018 ✓	2/7/2018		\$0.00
3/1/2018					N				\$390.33 ✓
6	2004 / B.P.S. B's POOL SUPPLIES ✓								91455 ✓
SODIUM HYPO		2/8/2018	N	N		3/8/2018 ✓	2/8/2018 ✓		\$0.00
3/1/2018					N				\$559.93 ✓
7	2030 / BABCOCK, E S & SONS, INC								BB80339-0267 ✓
LAB FEES		2/6/2018	N	N		3/6/2018	2/6/2018		\$0.00
3/1/2018					N				\$240.00 ✓
8	2030 / BABCOCK, E S & SONS, INC								BB80340-0267 ✓
LAB FEES		2/6/2018	N	N		3/6/2018	2/6/2018		\$0.00
3/1/2018					N				\$210.00 ✓
9	2030 / BABCOCK, E S & SONS, INC								BB80345-0267 ✓
LAB FEES		2/6/2018	N	N		3/6/2018	2/6/2018		\$0.00
3/1/2018					N				\$180.00 ✓
10	2030 / BABCOCK, E S & SONS, INC								BB80595-0267 ✓
LAB FEES		2/8/2018	N	N		3/8/2018	2/8/2018		\$0.00
3/1/2018					N				\$180.00 ✓
11	2030 / BABCOCK, E S & SONS, INC								BB80606-0267 ✓
WTR ANALYSES		2/8/2018	N	N		3/8/2018	2/8/2018		\$0.00
3/1/2018					N				\$490.00 ✓
12	2030 / BABCOCK, E S & SONS, INC								BB80766-0267 ✓
WTR ANALYSES		2/9/2018	N	N		3/9/2018	2/9/2018		\$0.00
3/1/2018					N				\$160.00 ✓
13	3658 / MUNKSGAARD, HENRY M DBA:Center								8650 ✓
SCADA		12/15/2017	N	N		3/15/2018 ✓	12/15/2017 ✓		\$0.00
3/1/2018					N				\$588.00 ✓
14	3658 / MUNKSGAARD, HENRY M DBA:Center								8651 ✓
R&M SWR		12/15/2017	N	N		3/15/2018 ✓	12/15/2017 ✓		\$0.00
3/1/2018					N				\$876.67 ✓
15	3658 / MUNKSGAARD, HENRY M DBA:Center								8652 ✓
R&M SWR		12/15/2017	N	N		3/15/2018 ✓	12/15/2017 ✓		\$0.00
3/1/2018					N				\$392.00 ✓
16	3921 / CROWN ACE HARDWARE								074141 ✓
FASTENERS		2/6/2018	N	N		3/6/2018 ✓	2/6/2018 ✓		\$0.00
3/1/2018					N				\$10.26 ✓
17	3921 / CROWN ACE HARDWARE								074152 ✓
FASTENERS		2/7/2018	N	N		3/7/2018 ✓	2/7/2018 ✓		\$0.00
3/1/2018					N				\$18.21 ✓

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GL Date					Credit Card		Payment Date		Total Invoice
18	3921 / CROWN ACE HARDWARE ✓								074178 ✓
R&M FIELD OFC		2/1/2018	N	N		3/8/2018 ✓	2/1/2018 ✓		\$0.00
3/1/2018					N				\$9.69 ✓
19	9510 / SO CAL TRUCKWORKS ✓								7456-371712 ✓
R&M TRK		1/24/2018	N	N		3/2/2018	1/24/2018 ✓		\$0.00
3/1/2018					N				\$14.00 ✓
20	4891 / DUNBAR ARMORED INC. ✓								4133986 ✓
ARMORED SVC		2/1/2018	N	N		3/1/2018	2/1/2018		\$0.00
3/1/2018					N				\$816.48 ✓
21	9659 / INLAND DESERT SECURITY & COMMU ✓								180200636101 ✓
MAR ANSWR SVC		2/15/2018	N	N		3/15/2018	2/15/2018		\$0.00
3/1/2018					N				\$432.50 ✓
22	8012 / HACH COMPANY ✓								10822315 ✓
CHEMICALS		2/5/2018	N	N		3/5/2018 ✓	2/5/2018 ✓		\$0.00
3/1/2018					N				\$696.02 ✓
23	8012 / HACH COMPANY ✓								10825655 ✓
TUBING		2/6/2018	N	N		3/6/2018 ✓	2/6/2018 ✓		\$0.00
3/1/2018					N				\$403.01 ✓
24	9682 / INLAND WATER WORKS SUPPLY CO ✓								S1008422.001 ✓
COPPER TUBE		2/6/2018	N	N		3/6/2018 ✓	2/6/2018 ✓		\$0.00
3/1/2018					N				\$1,350.68 ✓
25	11452 / KH METALS & SUPPLY ✓								0422676 ✓
TOOL		2/6/2018	N	N		3/6/2018 ✓	2/6/2018 ✓		\$0.00
3/1/2018					N				\$17.00 ✓
26	13055 / MAIL FINANCE ✓								N6981144 ✓
POSTAGE MACH		2/3/2018	N	N		3/7/2018 ✓	2/3/2018 ✓		\$0.00
3/1/2018					N				\$417.78 ✓
27	13152 / McMASTER-CARR SUPPLY CO								55935401 ✓
SUPPLIES		2/7/2018	N	N		3/7/2018 ✓	2/7/2018 ✓		\$0.00
3/1/2018					N				\$38.08 ✓
28	13200 / MERIT OIL COMPANY ✓								441347 ✓
GASOLINE		2/7/2018	N	N		2/22/2018 ✓	2/7/2018 ✓		\$0.00
3/1/2018					N				\$1,346.16 ✓
29	19477 / SITEONE LANDSCAPE SUPPLY, LLC ✓								84228968 ✓
SUPPLIES		2/1/2018	N	N		3/15/2018 ✓	2/1/2018 ✓		\$0.00
3/1/2018					N				\$350.77 ✓
30	21595 / UNITED RENTALS, INC ✓								154049361-001 ✓
TOOLS		1/26/2018	N	N		3/5/2018	1/26/2018		\$0.00
3/1/2018					N				\$27.25 ✓
31	22020 / VERIZON WIRELESS ✓								9800813761 ✓
CELL PHONE CHGS		2/1/2018	N	N		3/15/2018 ✓	2/1/2018 ✓		\$0.00
3/1/2018					N				\$578.24 ✓
32	23568 / WESTERN MUNICIPAL WATER DISTR ✓								20180204 ✓
GRND WTR PERMITS		2/9/2018	N	N		3/9/2018 ✓	2/9/2018 ✓		\$0.00
3/1/2018					N				\$500.00 ✓
33	2030 / BABCOCK, E S & SONS, INC ✓								BB80609-0267 ✓
WTR ANALYSES		2/8/2018	N	N		3/8/2018	2/8/2018 ✓		\$0.00
3/1/2018					N				\$45.00 ✓
34	2030 / BABCOCK, E S & SONS, INC								BB80677-0267 ✓
LAB FEES		2/9/2018	N	N		3/9/2018	2/9/2018 ✓		\$0.00
3/1/2018					N				\$180.00 ✓

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GL Date					Credit Card	CC Reference #			Total Invoice
35	2030 / BABCOCK, E S & SONS, INC								BB80684-0267 ✓
LAB FEES		2/9/2018	N	N			3/9/2018	2/9/2018 ✓	\$0.00
3/1/2018					N				\$240.00 ✓
36	2030 / BABCOCK, E S & SONS, INC								BB80686-0267 ✓
LAB FEES		2/9/2018	N	N			3/9/2018	2/9/2018 ✓	\$0.00
3/1/2018					N				\$180.00 ✓
37	2030 / BABCOCK, E S & SONS, INC								BB80912-0267 ✓
LAB FEES		2/13/2018	N	N			3/13/2018	2/13/2018	\$0.00
3/1/2018					N				\$180.00 ✓
38	2030 / BABCOCK, E S & SONS, INC								BB81018-0267 ✓
LAB FEES		2/14/2018	N	N			3/14/2018	2/14/2018	\$0.00
3/1/2018					N				\$210.00 ✓
39	2030 / BABCOCK, E S & SONS, INC								BB81020-0267 ✓
LAB FEES		2/14/2018	N	N			3/14/2018	2/14/2018	\$0.00
3/1/2018					N				\$180.00 ✓
40	2030 / BABCOCK, E S & SONS, INC								BB81103-0267 ✓
LAB FEES		2/15/2018	N	N			3/15/2018	2/15/2018	\$0.00
3/1/2018					N				\$180.00 ✓
41	2718 / BOOT BARN ✓								IVC0127337 ✓
BOOTS LCKWD/MORENO		2/14/2018	N	N			3/14/2018	2/14/2018	\$0.00
3/1/2018					N				\$280.78 ✓
42	9750 / IPP TRIAL CONSULTING, LLC ✓								12199 ✓
CITY RVSD LITGN		12/14/2017	N	N			3/14/2017	12/14/2017 ✓	\$0.00
3/1/2018					N				\$1,575.00 ✓
43	9750 / IPP TRIAL CONSULTING, LLC ✓								12201 ✓
CITY RVSD LITGN		2/7/2018	N	N			3/7/2018 ✓	2/7/2018 ✓	\$0.00
3/1/2018					N				\$11,203.50 ✓
44	12715 / LUCE COMMUNICATIONS: dba ABG C ✓								215186210000090 ✓
MARCH POSTAGE		2/15/2018	N	N			3/15/2018	2/15/2018	\$0.00
3/1/2018					N				\$3,000.00 ✓
45	13200 / MERIT OIL COMPANY ✓								442410 ✓
GASOLINE		2/14/2018	N	N			3/1/2018	2/14/2018	\$0.00
3/1/2018					N				\$1,243.97 ✓
46	16893 / PRUDENTIAL OVERALL SUPPLY CO								22565073 ✓
FLOOR MATS		2/14/2018	N	N			3/14/2018	2/14/2018	\$0.00
3/1/2018					N				\$98.25 ✓
47	18384 / RING BENDER LLP ✓								08150 ✓
CITY RVSD LITGN		2/6/2018	N	N			3/6/2018 ✓	2/6/2018 ✓	\$0.00
3/1/2018					N				\$32,365.07 ✓
48	18386 / RICHARDS, WATSON, GERSHON ATTN ✓								215609 ✓
CITY RVSD LITGN		2/9/2018	N	N			3/9/2018 ✓	2/9/2018 ✓	\$0.00
3/1/2018					N				\$35,796.63 ✓
49	18356 / RELIABLE WORKPLACE SOLUTIONS								AR62452 ✓
PRINTER USG		2/15/2018	N	N			3/15/2018	2/15/2018	\$0.00
3/1/2018					N				\$4.38 ✓
50	18409 / RIVERSIDE CITY ✓								00241537.A ✓
DEC TRTMNT		2/6/2018	N	N			3/6/2018 ✓	2/6/2018 ✓	\$0.00
3/1/2018					N				\$128,137.97 ✓
51	18409 / RIVERSIDE CITY ✓								00241537.B ✓
DEC SURCHARGE		2/6/2018	N	N			3/6/2018 ✓	2/6/2018 ✓	\$0.00
3/1/2018					N				\$31,713.27 ✓

**AP Enter Bills Edit Report**  
**Rubidoux Community Services District (RCSACT)**  
**Batch: AAAABJ**

2/21/2018 11:46:18 AM

Page 5

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Bank Code	Invoice #
PO Number		Immediate GL Account			Check #			Payment Date	Discount
GL Date					Credit Card	CC Reference #			Total Invoice
69	2030 / BABCOCK, E S & SONS, INC								BB81283-0267 ✓
WTR ANALYSES		2/16/2018	N	N			3/16/2018	2/16/2018 ✓	\$0.00
3/1/2018					N				\$275.00 ✓
70	2030 / BABCOCK, E S & SONS, INC								BB81284-0267 ✓
WTR ANALYSES		2/16/2018	N	N			3/16/2018	2/16/2018 ✓	\$0.00
3/1/2018					N				\$45.00 ✓
71	2030 / BABCOCK, E S & SONS, INC								BB81466-267 ✓
WTR ANALYSES		2/20/2018	N	N			3/20/2018	2/20/2018 ✓	\$0.00
3/1/2018					N				\$45.00 ✓
72	2030 / BABCOCK, E S & SONS, INC								BB81469-0267 ✓
WTR ANALYSES		2/20/2018	N	N			3/20/2018	2/20/2018 ✓	\$0.00
3/1/2018					N				\$75.00 ✓
73	3735 / CHARTER SPECTRUM								18M100620914404 ✓
INTERNET SVC		2/21/2018	N	N			3/21/2018	2/21/2018 ✓	\$0.00
3/1/2018					N				\$250.00 ✓
74	16893 / PRUDENTIAL OVERALL SUPPLY CO								22568649 ✓
FLOOR MATS		2/21/2018	N	N			3/21/2018 ✓	2/21/2018 ✓	\$0.00
3/1/2018					N				\$98.25 ✓
75	20845 / TRI-CO DISPOSAL, INC								0207_022018.A ✓
COMM TRSH 2/7-2/20		2/21/2018	N	N			3/21/2018	2/21/2018	\$0.00
3/1/2018					N				\$10,003.63 ✓
76	20845 / TRI-CO DISPOSAL, INC								0207_022018.B ✓
RES TRSH 2/04-2/20		2/21/2018	N	N			3/21/2018	2/21/2018	\$0.00
3/1/2018					N				\$67,590.88 ✓
77	20845 / TRI-CO DISPOSAL, INC								0207_022018.C ✓
RCSD SHR COMM		2/21/2018	N	N			3/21/2018	2/21/2018	\$0.00
3/1/2018					N				(\$1,000.49) ✓
78	20845 / TRI-CO DISPOSAL, INC								0207_022018.D ✓
RCSD SHR RES		2/21/2018	N	N			3/21/2018	2/21/2018	\$0.00
3/1/2018					N				(\$700.31) ✓
79	20845 / TRI-CO DISPOSAL, INC								0207_022018.E ✓
BILLING FEE		2/21/2018	N	N			3/21/2018	2/21/2018	\$0.00
3/1/2018					N				(\$3,000.00) ✓

Grand Totals

Total Direct Expense:	\$575,336.82
Total Direct Expense Adj:	(\$4,700.80)
Total Non-Electronic Transactions:	\$570,636.02
	<i>PR AP</i> 3734.98

Report Summary

Report Selection Criteria

Report Type: Condensed  
 Start End  
 Transaction Number: Start End

574,371.00

6. ACKNOWLEDGEMENTS – MEMBERS OF THE PUBLIC MAY ADDRESS  
THE BOARD AT THIS TIME ON ANY NON-AGENDA MATTER

7. CORRESPONDENCE AND RELATED INFORMATION



## 8. MANAGER'S REPORT

9. PRESENT, REVIEW AND DISCUSS COOPERATIVE AGREEMENT  
FOR FIRE SERVICES FOR FY'S 2018/19 THRU 2020/21:  
**DM 2018-07**

# Rubidoux Community Services District

## Board of Directors

Christopher Barajas  
Armando Muniz  
Bernard Murphy  
F. Forest Trowbridge  
Hank Trueba Jr.



## Secretary-Manager

David D. Lopez

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Water Resource Management    Refuse Collection    Street Lights    Fire / Emergency Services    Weed Abatement

**DIRECTORS MEMORANDUM 2018-07**

March 1, 2018

To:            Rubidoux Community Services District  
                  Board of Directors

Subject:      Present, Review, and Discuss the FY 2018/19 through FY 2020/21 Cooperative Fire Services Agreement

## **BACKGROUND:**

Attached for review and discussion is the draft 3-year cooperative fire services agreement which if approved, will go into effect on July 1, 2018. The draft agreement was a product of partnered cities, county, and state input. Further, Attachment "A" to the agreement details our levels of service and their associated estimated costs. For fiscal year 2018/19, it is estimated that the budgeted cost to the Rubidoux Community Services District for current levels of service should be \$2,431,401.00. Final costs are trued up or down and reconciled after each fiscal year.

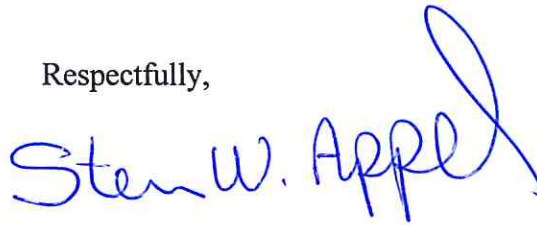
District Counsel, Mr. John Harper, was given a copy of the draft agreement for review and comment but has not yet responded. Additionally, Staff has already noted a few typographical errors that have been added to the draft copy presented to the Board.

This item is presented for your information and discussion this afternoon. Once we consider comments from the Board and from District Counsel, we will bring this item back to the Board for consideration to approve. After the RCSD Board approves the agreement, Staff will forward the agreement to the County for final execution.

**RECOMMENDATION:**

No action necessary at this time.

Respectfully,



STEVEN W. APPEL, P.E.  
Assistant General Manager/  
District Engineer

Attachment: Cooperative Fire Services Agreement for FY 2018/19 through FY 2020/21

**A COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL  
AND MEDICAL EMERGENCY SERVICES FOR RUBIDOUX COMMUNITY  
SERIVCES DISTRICT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 Rubidoux Community Services District a duly created District, (hereinafter referred to as "DISTRICT"), 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 DISTRICT with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called "Fire Services"). The Riverside County Fire Department invoices for disaster preparedness and response provided by Riverside County Emergency Management Department. This Agreement is entered into pursuant to the authority granted by Government Code Sections §55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection 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 DISTRICT 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 DISTRICT, 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 DISTRICT 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. DISTRICT shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a DISTRICT requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event DISTRICT desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to DISTRICT as provided for in Exhibit "A," DISTRICT shall provide one hundred twenty (120) days written notice of the proposed, requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, DISTRICT shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve DISTRICT's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. DISTRICT shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to DISTRICT for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code Section §51350 for full cost recovery. DISTRICT shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. 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 DISTRICT 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. If within thirty (30) days after notice, in writing, from COUNTY to DISTRICT that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL-FIRE, or other public agency will exceed the total amount specified therein, and DISTRICT has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify DISTRICT, in writing, specifying the

services to be reduced. Any COUNTY or CAL-FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" that DISTRICT does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by DISTRICT. If DISTRICT desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the District Council of DISTRICT, and an amendment to Exhibit "A" approved by the parties hereto.

E. 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. DISTRICT shall designate a "Contract Administrator" who shall, under the supervision and direction of DISTRICT, be authorized to execute amendments to Exhibit "A" on behalf of DISTRICT.

F. \_\_\_\_\_ [ ] (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.

G. \_\_\_\_\_ [ ] (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.

H. \_\_\_\_\_ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "D" are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshal Services.

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, 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 DISTRICT 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 DISTRICT invoice for use of said COUNTY fire engine. The rental fee shall be One Thousand Four Hundred Thirteen Dollars (\$1,413) per day; or Nine Thousand Eight Hundred Ninety-Six Dollars (\$9,896) per week.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the DISTRICT elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 and at a cost to the developer as outlined in

COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

#### SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2018, to June 30, 2021.

B. One (1) year prior to the date of expiration of this Agreement, DISTRICT shall give COUNTY written notice of whether DISTRICT intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether DISTRICT intends to request a change in the level of Fire Services provided under this Agreement.

#### SECTION V: TERMINATION

During the terms of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the DISTRICT 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 DISTRICT 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 DISTRICT, demand payment of charges and seek reimbursement of DISTRICT 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 DISTRICT, shall represent the DISTRICT by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of DISTRICT costs, less actual expenses, shall be paid or credited to the DISTRICT, as directed by DISTRICT.

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 DISTRICT.

#### 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 DISTRICT equipment and personnel under the terms of this Agreement, COUNTY may bring such an action for collection of costs incurred by DISTRICT and the COUNTY. In such a case DISTRICT appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include DISTRICT resources outside of this Cooperative Agreement. Those resources would require the DISTRICT to obtain cost recovery directly.

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 DISTRICT.

#### SECTION IX: PROPERTY ACCOUNTING

All personal property provided by DISTRICT 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

DISTRICT shall provide Fire Station(s), strategically located to provide standard response time within Rubidoux Community Services District from which fire operations shall be conducted. If the Fire Station(s) are owned by the DISTRICT, the DISTRICT shall maintain the facilities at DISTRICT's cost and expense. In the event DISTRICT 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 DISTRICT.

#### 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 DISTRICT, 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 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, DISTRICT 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 DISTRICT, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of DISTRICT its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which DISTRICT'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 DISTRICT 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 DISTRICT 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 DISTRICT 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

DISTRICT shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of DISTRICT, 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 DISTRICT 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 DISTRICT 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. DISTRICT and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between DISTRICT 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 DISTRICT 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 DISTRICT 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 OF RIVERSIDE  
Riverside County Fire Chief  
210 West San Jacinto Avenue  
Perris, CA 92570

RUBIDOUX COMMUNITY  
SERVICES DISTRICT  
General Manager  
Rubidoux Community Services District  
Post Office Box 3098

*Sierra Valley*  
Rubidoux, CA 92509

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]

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.

RUBIDOUX COMMUNITY SERVICES DISTRICT

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

By: \_\_\_\_\_  
Armando Muniz, President  
*Bernard Murphy*

ATTEST:

APPROVED AS TO FORM:

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

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

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

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

(SEAL)

COUNTY OF RIVERSIDE

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

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

KECIA HARPER-IHEM

Clerk of the Board

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

By: \_\_\_\_\_  
GREGORY P. PRIAMOS  
County Counsel

(SEAL)

*F:\data\RRU County Finance\Contract Cities\COOPERATIVE AGREEMENT\TEMPLATE\COOPERATIVE AGREEMENTS\TEMPLATE COOPERATIVE AGREEMENT FINAL2018.docx*

EXHIBIT "C"

TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE RUBIDOUX COMMUNITY  
SERVICES DISTRICT  
DATED JULY 1, 2018

PAYMENT FOR SERVICES  
ADDITIONAL SERVICES  
FIRE ENGINE USE AGREEMENT

Station 38

Engine E38, RCO No. 16-846

\$ 25,800.00

\$ 25,800.00

*District*

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 owner of said fire

engine(s). All other maintenance and repairs 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, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$516,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.



EXHIBIT "A"  
TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR  
THE RUBIDOUX COMMUNITY SERVICES DISTRICT  
ESTIMATE DATED JANUARY 1, 2018 FOR FY2018/2019 THROUGH FY2020/2021

*District*

**CITY BUDGETED EXHIBIT "A" ESTIMATES**

FISCAL YEAR 2018/2019	\$2,431,401
FISCAL YEAR 2019/2020	\$2,560,516
FISCAL YEAR 2020/2021	\$2,692,214
TOTAL CITY BUDGET ESTIMATES FOR FY2018/2019 - FY2020/2021	<u>\$7,684,131</u>

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR  
THE RUBIDOUX COMMUNITY SERVICES DISTRICT  
ESTIMATE DATED JANUARY 1, 2018 FOR FY 2018/2019

*\*See notation below for estimate assumptions*

	<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 #38</b>												
Medic Engine	228,785	1	200,592	1	223,938	1	352,203	2	394,254	2	1,399,772	7
Vacation Relief									197,127	1	197,127	1
<b>SUBTOTALS</b>	<b>228,785</b>		<b>200,592</b>		<b>223,938</b>		<b>352,203</b>		<b>591,381</b>		<b>1,596,899</b>	
<b>SUBTOTAL STAFF</b>	<b>1</b>		<b>1</b>		<b>1</b>		<b>2</b>		<b>3</b>		<b>8</b>	
<b>ESTIMATED ADDITIONAL UNPLANNED OVERTIME</b>											25,180	
<b>FIRE PREVENTION TECHNICIAN (Weed Abatement Officer; PCN 0000691)</b>											53,649	0.5
<b>SUBTOTAL</b>											<b>\$78,830</b>	<b>8.5</b>
<b>ESTIMATED SUPPORT SERVICES</b>												
Administrative/Operational				22,007	per assigned Staff **						181,995	8.27
Volunteer Program				7,286	Per Entity Allocation						7,286	1.0
Medic Program					Medic FTE/Defib Basis						34,862	4.0
Battalion Chief Support				75,126	.27 FTE per Station						75,126	1.0
Fleet Support				60,561	per Fire Suppression Equip						60,561	1.0
ECC Support					Calls/Station Basis						99,530	
Comm/IT Support					Calls/Station Basis						194,535	
Facility Support					Assigned Staff/Station Basis						10,664	
Hazmat Support											17,941	
<b>ESTIMATED SUPPORT SERVICES SUBTOTAL</b>											<b>682,499</b>	
<b>ESTIMATED DIRECT CHARGES</b>											47,373	
<b>FIRE ENGINE USE AGREEMENT</b>				25,800	each engine						25,800	1
<b>TOTAL STAFF COUNT</b>												<b>8.5</b>
<b>TOTAL ESTIMATED RCSD BUDGET</b>											<b>\$2,431,401</b>	

8.0 Assigned Staff  
0.27 Battalion Chief Support  
\*\* 8.27 Total Assigned Staff

**SUPPORT SERVICES**

Administrative & Operational Services  
Finance  
Training  
Data Processing  
Accounting  
Personnel

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

1 Fire Stations  
2,972 Number of Calls  
4 Assigned Medic FTE  
1 Monitors/Defibs  
1 Hazmat Stations  
9 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 18/19 POSITION SALARIES TOP STEP**

327,656	DEPUTY CHIEF	25,800	FIRE ENGINE
323,224	DIV CHIEF	22,007	SRVDEL
268,046	BAT CHIEF	7,286	VOL DEL
228,785	CAPT	8,087	MEDIC FTE
254,596	CAPT MEDIC	2,513	MEDIC MONITORS/DEFIBS REPLACEMENT
200,592	ENG	75,126	BATT DEL
223,938	ENG/MEDIC	16,308	ECC STATION
176,101	FF II	28.00	ECC CALLS
197,127	FF II/MEDIC	60,561	FLEET SUPPORT
153,799	FIRE SAFETY SUPERVISOR	31,876	COMM/IT STATION
144,085	FIRE SAFETY SPECIALIST	54.73	COMM/IT CALLS
124,995	FIRE SYSTEMS INSPECTOR	1,290	FACILITY STATION
74,136	OFFICE ASSISTANT III	340.93	FACILITY FTE
86,787	SECRETARY I	4,452	HAZMAT STATION
116,074	EMERGENCY SVC COORDINATOR	1,279.36	HAZMAT CALLS
226,794	COUNTY FIRE MARSHAL	1,974	HAZMAT VEHICLE REPLACEMENT
165,934	COUNTY DEPUTY FIRE MARSHAL		
107,299	FIRE PREV. TECH		

**\*Estimate Assumptions:**

- All Salaries based on 17/18 salaries and updated with MOU raises
- Support Services with a 7% increase based on the 17/18 Board Approved Cost Allocation dated August 29, 2017
- POF Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 4.83% based on last 5 years increase
- Misc Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 2.80% based on last 5 years increase
- EDWC Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.83% based on last 5 years increase
- POF-RET/MEDI Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.31% based on last 5 years increase
- Admin Fee Per REVISED July 2017 Matrix with an estimated increase of 0.10% based on last three years changes

**FY 18/19 DIRECT BILL ACCOUNT CODES**

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522340	Station Budgeted Maint-Building and Improvement
522360	Maint-Extermination
522380	Maint-Critical Systems
522410	Maint-Health & Safety
522860	Medical Supplies
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Building
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Capital Improvements Facilities

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT  
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
 AND MEDICAL EMERGENCY SERVICES FOR  
 THE RUBIDOUX COMMUNITY SERVICES DISTRICT  
 ESTIMATE DATED JANUARY 1, 2018 FOR FY 2019/2020

\*See notation below for estimate assumptions

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS
STA #38							
Medic Engine	240,644	1	210,944	1	235,217	1	370,358
Vacation Relief							414,050
							207,025
							1,678,238
SUBTOTALS	240,644		210,944		235,217		370,358
SUBTOTAL STAFF		1		1		2	3
							8
ESTIMATED ADDITIONAL UNPLANNED OVERTIME							25,180
FIRE PREVENTION TECHNICIAN (Weed Abatement Officer; PCN 0000691)							53,649
							0.5
SUBTOTAL							\$78,830
							8.5
ESTIMATED SUPPORT SERVICES							194,735
Administrative/Operational			23,547		per assigned Staff **		8.27
Volunteer Program			7,796		Per Entity Allocation		1.0
Medic Program					Medic FTE/Defib Basis		4.0
Battalion Chief Support			80,385		.27 FTE per Station		1.0
Fleet Support			64,800		per Fire Suppression Equip		1.0
ECC Support					Calls/Station Basis		
Comm/IT Support					Calls/Station Basis		
Facility Support					Assigned Staff/Station Basis		
Hazmat Support							11,411
							19,197
ESTIMATED SUPPORT SERVICES SUBTOTAL							730,274
							47,373
ESTIMATED DIRECT CHARGES							25,800
FIRE ENGINE USE AGREEMENT			25,800		each engine		1
							8.5
TOTAL STAFF COUNT							
TOTAL ESTIMATED RCSD BUDGET							\$2,560,516

8.0 Assigned Staff  
 0.27 Battalion Chief Support  
 \*\* 8.27 Total Assigned Staff

SUPPORT SERVICES

Administrative & Operational Services  
 Finance  
 Training  
 Data Processing  
 Accounting  
 Personnel

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

1 Fire Stations  
 2,972 Number of Calls  
 4 Assigned Medic FTE  
 1 Monitors/Defibs  
 1 Hazmat Stations  
 9 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 19/20 POSITION SALARIES TOP STEP**

336,204	DEPUTY CHIEF	25,800	FIRE ENGINE
331,657	DIV CHIEF	23,547	SRVDEL
279,919	BAT CHIEF	7,796	VOL DEL
240,644	CAPT	8,653	MEDIC FTE
267,489	CAPT MEDIC	2,689	MEDIC MONITORS/DEFIBS REPLACEMENT
210,944	ENG	80,385	BATT DEL
235,217	ENG/MEDIC	17,449	ECC STATION
185,179	FF II	29.96	ECC CALLS
207,025	FF II/MEDIC	64,800	FLEET SUPPORT
153,799	FIRE SAFETY SUPERVISOR	34,108	COMM/IT STATION
144,085	FIRE SAFETY SPECIALIST	58.56	COMM/IT CALLS
124,995	FIRE SYSTEMS INSPECTOR	1,381	FACILITY STATION
74,136	OFFICE ASSISTANT III	364.80	FACILITY FTE
86,787	SECRETARY I	4,764	HAZMAT STATION
116,074	EMERGENCY SVC COORDINATOR	1,368.91	HAZMAT CALLS
226,794	COUNTY FIRE MARSHAL	2,113	HAZMAT VEHICLE REPLACEMENT
165,934	COUNTY DEPUTY FIRE MARSHAL		
107,299	FIRE PREV. TECH		

**\*Estimate Assumptions:**

- All Salaries based on 17/18 salaries and updated with MOU raises
- Support Services with a 7% increase based on the 17/18 Board Approved Cost Allocation dated August 29, 2017
- POFB Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 4.83% based on last 5 years increase
- Misc Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 2.80% based on last 5 years increase
- EDWC Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.83% based on last 5 years increase
- POF-RET/MEDI Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.31% based on last 5 years increase
- Admin Fee Per REVISED July 2017 Matrix with an estimated increase of 0.10% based on last three years changes

**FY 19/20 DIRECT BILL ACCOUNT CODES**

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522340	Station Budgeted Maint-Building and Improvement
522360	Maint-Extermination
522380	Maint-Critical Systems
522410	Maint-Health & Safety
522860	Medical Supplies
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Building
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Capital Improvements Facilities

EXHIBIT "A"

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TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR  
THE RUBIDOUX COMMUNITY SERVICES DISTRICT  
ESTIMATE DATED JANUARY 1, 2018 FOR FY 2020/2021

*\*See notation below for estimate assumptions*

	<u>CAPTAIN'S</u>	<u>CAPTAIN'S</u>	<u>ENGINEER'S</u>	<u>ENGINEER</u>	<u>FF II'S</u>	<u>FF II</u>	<u>TOTALS</u>
		<u>MEDICS</u>		<u>MEDICS</u>		<u>MEDICS</u>	
<b>STA #38</b>							
Medic Engine	252,334	1	221,183	1	246,444	1	388,324 2 433,688 2 1,541,973 7
Vacation Relief							216,844 1 216,844 1
<b>SUBTOTALS</b>	<b>252,334</b>		<b>221,183</b>		<b>246,444</b>		<b>388,324 650,532 1,758,817</b>
<b>SUBTOTAL STAFF</b>	<b>1</b>		<b>1</b>		<b>1</b>		<b>2 3 8</b>
<b>ESTIMATED ADDITIONAL UNPLANNED OVERTIME</b>							<b>25,180</b>
FIRE PREVENTION TECHNICIAN (Weed Abatement Officer; PCN 0000691;							<b>53,649 0.5</b>
<b>SUBTOTAL</b>							<b>\$78,830 8.5</b>
<b>ESTIMATED SUPPORT SERVICES</b>							
Administrative/Operational				25,195	per assigned Staff **		208,366 8.27
Volunteer Program				8,341	Per Entity Allocation		8,341 1.0
Medic Program					Medic FTE/Defib Basis		39,913 4.0
Battalion Chief Support				86,011	.27 FTE per Station		86,011 1.0
Fleet Support				69,336	per Fire Suppression Equip		69,336 1.0
ECC Support					Calls/Station Basis		113,951
Comm/IT Support					Calls/Station Basis		222,724
Facility Support					Assigned Staff/Station Basis		12,210
Hazmat Support							20,541
<b>ESTIMATED SUPPORT SERVICES SUBTOTAL</b>							<b>781,394</b>
<b>ESTIMATED DIRECT CHARGES</b>							<b>47,373</b>
FIRE ENGINE USE AGREEMENT				25,800	each engine		25,800 1
<b>TOTAL STAFF COUNT</b>							<b>8.5</b>
<b>TOTAL ESTIMATED RCSD BUDGET</b>							<b>\$2,692,214</b>

8.0 Assigned Staff  
0.27 Battalion Chief Support  
\*\* 8.27 Total Assigned Staff

**SUPPORT SERVICES**

Administrative & Operational Services  
Finance  
Training  
Data Processing  
Accounting  
Personnel

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

1 Fire Stations  
2,972 Number of Calls  
4 Assigned Medic FTE  
1 Monitors/Defibs  
1 Hazmat Stations  
9 Number of Hazmat Calls

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Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 20/21 POSITION SALARIES TOP STEP**

344,767	DEPUTY CHIEF	25,800	FIRE ENGINE
340,104	DIV CHIEF	25,195	SRVDEL
292,145	BAT CHIEF	8,341	VOL DEL
252,334	CAPT	9,259	MEDIC FTE
280,236	CAPT MEDIC	2,878	MEDIC MONITORS/DEFIBS REPLACEMENT
221,183	ENG	86,011	BATT DEL
246,444	ENG/MEDIC	18,671	ECC STATION
194,162	FF II	32.06	ECC CALLS
216,844	FF II/MEDIC	69,336	FLEET SUPPORT
153,799	FIRE SAFETY SUPERVISOR	36,495	COMM/IT STATION
144,085	FIRE SAFETY SPECIALIST	62.66	COMM/IT CALLS
124,995	FIRE SYSTEMS INSPECTOR	1,477	FACILITY STATION
74,136	OFFICE ASSISTANT III	390.34	FACILITY FTE
86,787	SECRETARY I	5,097	HAZMAT STATION
116,074	EMERGENCY SVC COORDINATOR	1,464.73	HAZMAT CALLS
226,794	COUNTY FIRE MARSHAL	2,260	HAZMAT VEHICLE REPLACEMENT
165,934	COUNTY DEPUTY FIRE MARSHAL		
107,299	FIRE PREV. TECH		

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**FY 20/21 DIRECT BILL ACCOUNT CODES**

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520805	Appliances
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522340	Station Budgeted Maint-Building and Improvement
522360	Maint-Extermination
522380	Maint-Critical Systems
522410	Maint-Health & Safety
522860	Medical Supplies
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Building
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Capital Improvements Facilities

10. DIRECTORS COMMENTS – NON-ACTION



11. ADJOURNMENT