

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

THIS AGREEMENT, made and entered into this 20 day of MAY, 2010, by and between the County of Riverside (hereinafter referred to as "COUNTY") and the Rubidoux Community Services 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, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and 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. DISTRICT may budget for the position of a Deputy Chief or a Division Fire Chief or COUNTY may assign an existing Chief Officer as the Contract District representative ("District Representative"). The Chief may delegate certain authority to the District Representative, as the Chief's duly authorized designee and the District Representative 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." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase of salary or expenses or when DISTRICT requests an increase in services.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the State of California 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." There shall be no obligation on the part of DISTRICT to expend or appropriate any sum in excess of Exhibit "A" which exceeds the yearly appropriation of DISTRICT for the purposes of this Agreement. 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 failed to agree 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. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" to this Agreement 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 herein, such increase shall be accomplished by an amendment to Exhibit "A" and approved by the parties hereto.

2. In the event DISTRICT requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event DISTRICT desires a reduction in CAL FIRE or COUNTY civil service employees or services assigned to DISTRICT as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, DISTRICT shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, DISTRICT shall reimburse COUNTY for relocation costs incurred by COUNTY because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. DISTRICT shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A," as mutually amended. COUNTY shall make a claim to DISTRICT for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. DISTRICT shall pay each claim within thirty (30) days after receipt thereof, provided the quarterly invoice has been reviewed and approved by duty Chief.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. DISTRICT shall designate a "General Manager" who shall, under the supervision and direction of DISTRICT, be authorized to execute amendments to Exhibit "A" on behalf of DISTRICT.

E. _____ [] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. _____ [] (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 of services. In the event that a fire engine which was initially purchased by the DISTRICT and later the DISTRICT transferred title of said fire engine to the COUNTY, the following will apply. COUNTY will hold ownership of said fire engine and is responsible for maintaining, repairing, and insuring the fire engine. This fire engine shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and DISTRICT, and shall be stationed primarily in the DISTRICT. The change in ownership of the fire engine does not waive or supersede any responsibilities of the DISTRICT pursuant to this agreement. This supplement is strictly to further detail for the DISTRICT, the responsibilities and costs associated with the existing fire engine use agreement between the COUNTY and the DISTRICT.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2010 to June 30, 2011. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party 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 CAL FIRE or DISTRICT, COUNTY agrees to continue to provide Fire Services to DISTRICT until such time as DISTRICT has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after July 1, 2010.

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 change the level of Fire Services from that provided by this Agreement.

C. If DISTRICT fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, COUNTY shall give written notice to DISTRICT of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by DISTRICT as services and obligations under the terms of this Agreement.

D. The cost of services provided by COUNTY during the extended period shall be based upon the amounts that would have been charged to DISTRICT during the fiscal year in which the extended period falls, had a new agreement been entered into. Payment by DISTRICT for services rendered by COUNTY during the extended period shall be provided as set forth in Exhibit "A," as amended.

SECTION V: TERMINATION

If DISTRICT fails to remit payments in accordance with any part of this agreement, COUNTY may terminate this Agreement and all related services upon sixty (60) days written notice to DISTRICT. Termination of this Agreement does not relieve DISTRICT from providing COUNTY full compensation in accordance with terms of this Agreement for services rendered. This Agreement may be cancelled at the option of either COUNTY or DISTRICT at any time during its term with or without cause, on giving one (1) year written notice to the other party.

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 equipment belonging to either DISTRICT or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

When considering mutual aid there are two main agreements which local fire departments in California need to be familiar.

1. California Fire Service and Rescue Emergency Mutual Aid Plan (MMA) as defined by the California Emergency Services Act.

2. California Fire Assistance Agreement (CFAA)

As stated in the Master Mutual Aid Agreement, local fire agencies should voluntarily aid and assist each other in the event of any disaster with no agency required to deplete an unreasonable amount of its resources. MMA is without reimbursement. The intent is to provide mutual aid to other local agencies during the time of emergency knowing other fire departments will reciprocate if needed. MMA may become reimbursable pursuant to a Governor's or Presidential disaster proclamation or when conditions warrant invoking the CFAA.

CFAA allows FOREST AGENCIES (CDF/USFS/BLM/NPS/F&WS) to request local government owned apparatus and/or personnel and reimburse those local agencies. It is also known as Assistance by Hire.

An example of resources requested under MMA would include a passenger train derailment in the City of Colton. While resources assisting CDF with a fire-storm are typically hired under CFAA.

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, COUNTY shall demand payment of charges and seek reimbursement of DISTRICT costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement, will represent the DISTRICT in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of DISTRICT costs, less extraordinary collection expenses, will be credited to the 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 CAL FIRE personnel under the terms of this Agreement, COUNTY may, on request of DISTRICT, bring such an action for collection of costs incurred by DISTRICT. In such a case DISTRICT appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to DISTRICT its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by 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 Fire Department for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

DISTRICT shall provide Fire Stations, strategically located to provide standard response time within Rubidoux Community Services District from which fire operations shall be conducted. DISTRICT shall maintain the facilities at its 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 either through the Support Services Cost Allocation, or as a direct Invoice to the DISTRICT.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

DISTRICT shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on COUNTY by the provisions of California Government Code Section 895.2 or other applicable law, and DISTRICT shall defend at its expense, including attorney fees, COUNTY, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

COUNTY shall indemnify and hold DISTRICT, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on DISTRICT by the provisions of California Government Code Section 895.2 or other applicable law, and COUNTY shall defend at its expense, including attorney fees, DISTRICT, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

SECTION XII: AUDIT

COUNTY and DISTRICT agree that their designated representative shall have the right to review and to copy any records and supporting documentation 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, and to allow the auditor(s) access to

such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION XIII: DISPUTES

DISTRICT shall select and appoint a "General Manager" 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 (ten days), shall be brought to the attention of the General Manager.

Disputes that are unable to be resolved by DISTRICT and COUNTY representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Riverside.

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 arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or 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 arbitration and litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY

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

DISTRICT

Rubidoux Community Services District
P. O. Box 3098
Rubidoux, CA 92519

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. 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.

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[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.

Dated: MAY 20, 2010

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: Ruth Anderson Wilson

Title: President

ATTEST:
By: [Signature]

APPROVED AS TO FORM:
[Signature]

Title: Secretary-Manager

(SEAL)

Dated: MAY 20, 2010

COUNTY OF RIVERSIDE

By: Marion Ashley
Chairman, Board of Supervisors

MARION ASHLEY

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

By: [Signature]

By: Synthia M. Gunzel
SYNTHIA M. GUNZEL
Deputy County Counsel

(SEAL)

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 MAY 26, 2010 FOR FY 10/11

(ELIMINATING TRUCK 38 & ENGINE 38 BECOMING MEDIC PER CITY LETTER DATED 020910)

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS					
STA #38												
Medic Engine 38	159,510	1.0	136,439	1.0	153,041	1.0	350,014	3.0	265,934	2.0	1,064,938	8.0
SUBTOTALS	159,510		136,439		153,041		350,014		265,934		1,064,938	
SUBTOTAL STAFF	1.0		1.0		1.0		3.0		2.0		8.0	
ESTIMATED ADDITIONAL UNPLANNED OVERTIME											25,180	
FIRE PREVENTION SPECIALIST (Weed Abatement Officer; PCN 6913)											0	0.0
SUBTOTAL											\$25,180	8.0
SUPPORT SERVICES												
Administrative/Operational				15,521	per assigned Staff **						127,893	8.24
Volunteer Program				12,527	per Volunteer Co.						12,527	1.0
Medic Program				6,698	per assigned Medics						20,094	3.0
Battalion Chief Support				53,749	.24 FTE per Station						53,749	1.0
Fleet Support				29,560	per Fire Suppression Equip						29,560	1.0
ECC Support					Calls/Station Basis						77,529	
Comm/IT Support					Calls/Station Basis						90,740	
Facility Support					Assigned Staff/Station Basis						3,403	
SUPPORT SERVICES SUBTOTAL											415,496	
ESTIMATED DIRECT CHARGES											22,867	
ONE TIME START UP COST FOR MEDIC ENGINE AT ST 38											50,000	
TOTAL STAFF COUNT												8.0
TOTAL ESTIMATED CITY BUDGET											\$1,578,482	

SUPPORT SERVICES

Administrative & Operational Services	8.0	Assigned Staff
Finance	0.24	Battalion Chief Support
Training	8.24	Total Assigned Staff
Data Processing		
Accounting		
Personnel		
Procurement		
Emergency Services		
Fire Fighting Equip.	1	Fire Stations
Office Supplies/Equip.	2,194	Number of Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

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

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

Emergency Command Center Support - Dispatch services costs

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

REVISED

FY 10/11 POSITION SALARIES TOP STEP

238,982	DEPUTY CHIEF	19,200	FIRE ENGINE
235,304	DIV CHIEF	15,521	SRVDEL
220,370	BAT CHIEF	12,527	VOL DEL
159,510	CAPT	6,698	MEDIC DEL
176,996	CAPT MEDIC	53,749	BATT DEL
136,439	ENG	13,289	ECC STATION
153,041	ENG/MEDIC	29.28	ECC CALLS
116,671	FF II	29,560	FLEET SUPPORT
132,967	FF II/MEDIC	15,552	COMM/IT STATION
119,475	FIRE SAFETY SUPERVISOR	34.27	COMM/IT CALLS
117,132	FIRE SAFETY SPECIALIST	981	FACILITY STATION
101,351	FIRE SYSTEMS INSPECTOR	302.78	FACILITY FTE
59,637	OFFICE ASSISTANT III		
95,586	FIRE PREV. SPEC. II		
113,910	FIRE PREV. TECH		

FY 10/11 DIRECT BILL ACCOUNT CODES

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

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

469



FROM: FIRE

SUBMITTAL DATE:
June 1, 2010

SUBJECT: Approval of the Cooperative Agreement to provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the Rubidoux Community Services District

RECOMMENDED MOTION: Move that the Board approve and authorize the chairman to sign the attached Fire Protection Services Cooperative Agreement between the County and the Rubidoux Community Services District.

BACKGROUND: The Rubidoux Community Services District desires to continue contracting for Fire Protection Services with the County Fire Department, and as such, the two agencies have reached an agreement as to the level of service to be provided to the District for FY 10/11. The term of this agreement is for Fiscal Year beginning July 1, 2010 though Fiscal Year ending June 30, 2011.

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 FORM APPROVED COUNTY COUNSEL BY: Synthia M. Gunzel 6-14-10 DATE: _____
 SYNTHIA M. GUNZEL Departmental Concurrence

 John R. Hawkins, County Fire Chief

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,635,437	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No.
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: Contract Revenue from Rubidoux Community Services Distric	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 County Executive Office Signature:
 BY: _____
 Robert Tremaine

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: July 27, 2010
 xc: Fire

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

3.42

Dept's Recomm.: Consent Policy
 Per Exec. Off.: Consent Policy