

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 _____ day of _____, 2021, 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 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 allocated as follows: 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 staffing and maintenance of the ladder truck.

SECTION IV: TERM

The term of this Agreement shall be from July 1, 2021 to June 30, 2024. 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, 2023.

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 Indemnatee, 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 allocated 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.

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

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

COUNTY OF RIVERSIDE
County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

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

F. ATTORNEY'S FEES

If CITIES fail 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 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.

CITY OF COACHELLA

Dated: _____

By: _____
Steven Hernandez, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Andrea J. Carranza, Deputy City Clerk

By: _____
Carlos Campos, City Attorney

(SEAL)

CITY OF INDIO

Dated: _____

By: _____
Elaine Holmes, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Cynthia Hernandez, City Clerk

By: _____
Roxanne Diaz, City Attorney

(SEAL)

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

CITY OF LA QUINTA

Dated: _____

By: _____
Linda Evans, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Monika Radeva, City Clerk

By: _____
William H. Ihrke, City Attorney

(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)