

AGREEMENT FOR EMERGENCY SERVICES COORDINATOR  
SERVICES BETWEEN THE COUNTY OF RIVERSIDE  
AND THE CITY OF COACHELLA

This Agreement is made as of the date last below written between the County of Riverside (“County”) and the City of Coachella (“City”). The parties agree as follows:

1. This Agreement is effective from July 1, 2021, through June 30, 2024.
2. Through its Emergency Management Department (“EMD”), County shall provide to City the services of an Emergency Services Coordinator (“ESC services”) as described in Exhibit A and Attachment 1.
3. City shall pay County for these ESC services as stated in Exhibit B.
4. Either party may terminate this Agreement without cause upon 90 days’ written notice to the other party. The Agreement may be terminated with cause upon 30 days’ written notice to the other party. County shall be entitled to receive compensation for all properly provided services rendered prior to termination.
5. If City does not appropriate funds in its budget for payment, City shall immediately notify County in writing that such funds are not forthcoming. Such notice shall be deemed to be cause for termination by County or City. County shall nevertheless be entitled to payment for properly provided services rendered prior to termination.
6. At all times during performance of this Agreement, County shall maintain insurance or self-insurance reasonable and appropriate for a public entity the size of County.
7. County shall indemnify and hold harmless City, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of County relating to this Agreement, including but not limited to property damage, personal injury or death. City shall indemnify and hold harmless the County, its departments, agencies, districts, officials, officers and employees from any liability, claim, damage or action based or asserted upon any act or omission of City relating to this Agreement, including but not limited to property damage, personal injury or death.

8. County shall maintain and keep records related to the ESC services in accordance with applicable County standards. In addition to their rights under applicable law, City and its employees and agents shall have the right to review and audit such records during County's normal business hours upon request and reasonable advance notice by City.
9. This Agreement shall be governed by the laws of the State of California. Venue shall be in a court of competent jurisdiction in Riverside County, and the parties waive any provision of law providing for a change of venue to another location.
10. This Agreement shall be administered by the Director of EMD or designee on behalf of County, and by City Manager or his or her designee on behalf of City.
11. Notices issues pursuant to this Agreement shall be sent via U.S. Mail to the following:

To County:  
Emergency Management Department  
450 E. Alessandro Blvd.  
Riverside, CA 92508  
Attn: Operations Manager

To City:  
City of Coachella  
53-990 Enterprise Way  
Coachella, CA 92236  
Attn: City Manager

12. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA," Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

13. This Agreement represents the full and final agreement between the parties related to this subject matter; and no prior oral or written agreements shall apply. This Agreement may be modified or altered only by a written amendment signed by authorized representatives of both parties.

AGREED:

County of Riverside

City of Coachella

By: \_\_\_\_\_  
Bruce Barton, Director  
Emergency Management Department

By: \_\_\_\_\_  
Gabriel D. Martin, Ph.D  
City Manager

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

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

**EXHIBIT A**  
**SCOPE OF EMERGENCY SERVICES**

1. Level of Service: County shall provide emergency services utilizing the designated Service Level of an Emergency Services Coordinator (“ESC”), to be provided by County for City. Services to be provided shall vary based on the Service Level Option chosen by the City, as outlined in Attachment A, and identified in Exhibit B, Payment Provisions. Services include the following:
  - 1.1 Comprehensive emergency management program: The ESC will coordinate a comprehensive program with the overall mission of serving the public in order to effectively support and recover from a major emergency or disaster, utilizing all standards and applicable laws and regulations within the discipline of emergency management.
  - 1.2 Point of contact: The ESC is the City emergency management point of contact and will be responsible for the coordination with all City personnel and departments and represent the City at all meetings, events, functions, etc., as required.
  - 1.3 Collaboration: The ESC will partner with all local, county, state and federal government agencies, special districts, the private sector, community entities, volunteer and non-profit organizations as necessary in all phases of emergency management.
  - 1.4 Service to Public: The ESC will provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous, efficient service and good public relations.
2. Primary Responsibilities: The ESC will coordinate all activities to address the four phases of emergency management (Refer to Attachment 1 for detailed levels of service).
  - 2.1 Mitigation Phase: Identification and assessment of hazards, risks, threats using proven mitigation methodologies
  - 2.2 Preparedness Phase:
    - 2.2.1 Plan Development/Maintenance
    - 2.2.2 Grants Management
    - 2.2.3 Community Outreach/Education
    - 2.2.4 Training
    - 2.2.5 Exercise Development/Execution

- 2.2.6 Emergency Operations Center (“EOC”) Readiness
- 2.2.7 Volunteer Management
- 2.3 Response Phase:
  - 2.3.1 Emergency Response
  - 2.3.2 Incident Level Based Response Protocols as delineated in section 7
- 2.4 Recovery Phase:
  - 2.4.1 Short Term Recovery
  - 2.4.2 Long Term Recovery
- 3. Provision of Supervision: Supervision over the rendition of services, the standards of performance, the discipline of personnel, and other matters incidental to the performance of such services and the control of personnel so employed shall remain with County. However, City reserves the right to request, in writing, the replacement of any personnel for cause.
- 4. Provision of Equipment: For the purpose of performing said services, and to ensure standardization of required equipment, County shall furnish and supply standard equipment and supplies at no cost to the City. Any additional equipment required by City will be acquired at City’s expense.
- 5. Response Vehicle: County shall provide the response vehicle, according to County specifications, and shall provide fuel and maintain said vehicle. The vehicle will be utilized as a take home vehicle for response capabilities according to County policy.
- 6. Office Space and Furniture:
  - 6.1 If available, City shall provide office space, office equipment/supplies and furniture necessary for the ESC to perform their job duties.
  - 6.2 ESC headquarters will be at either County EOC in Riverside or Alternate County EOC in Indio.
- 7. ESC Availability:
  - 7.1 Day-to-Day: The assigned ESC will be available to the City based on the contracted level of service as indicated in Exhibit B and according to a pre-arranged schedule approved by City.

- 7.2 Local Incident – Affecting One City: If an incident occurs in one of the contracted cities, the assigned ESC will respond to that affected city and will notify cities of the response.
- 7.3 Local Incident, Regional or Catastrophic Event – Affecting Contracted Cities: If a local incident, regional or catastrophic event occurs during which multiple contracted cities are affected, the ESC or the EMD Emergency Services Division Manager will contact the city liaisons to make the determination to which city the ESC should respond, based on the following criteria:
- The severity of the incident or event
  - Which city has the greater threat
  - The current location of the assigned ESC
  - The availability of additional EMD staff to respond
- 7.4 Duty Officer Rotation: City agrees for ESC to serve in the EMD Duty Officer rotation.
- 7.5 Vacation/Sick Leave: EMD Duty Chief, Duty Officer or supervisor will be on call and available to respond when the dedicated ESC is on scheduled or unscheduled leave.
- 7.6 Overtime/Extraordinary Costs: City agrees that overtime and extraordinary costs for incidents within the exclusive jurisdiction of the City are not included in the annual rate.
- 7.6.1 Overtime shall mean any request by City to attend city council meeting, community meetings or any official city business outside of normal business hours (after 5:00 pm M-F and weekends).
- 7.6.2 Extraordinary costs shall mean any reasonable, actual and out of pocket costs associated with an emergency incident within the City’s jurisdiction.

**EXHIBIT B  
PAYMENT PROVISIONS**

City shall compensate County for Emergency Services Coordinator (“ESC”) services on a quarterly basis as set forth below.

1. Summary of Compensation for Emergency Services Coordinator Services:

1.1 The following chart summarizes the annual rates to be charged by County for services pursuant to this Agreement (refer to Attachment 1 for details). The City’s selected option is indicated:

Option (“X”)	Item Description	Quarter 1 Jul-Sept	Quarter 2 Oct-Dec	Quarter 3 Jan-Mar	Quarter 4 Apr-Jun	Total
	Option A: Base Services	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
	Option B: ESC Services Shared (City Pop < 50,000)	\$11,250	\$11,250	\$11,250	\$11,250	\$45,000
	Option B: ESC Services Shared (City Pop > 50,000)	\$16,250	\$16,250	\$16,250	\$16,250	\$65,000
<b>X</b>	Option C: 50% Dedicated	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
	Option D: 100% Dedicated	\$40,000	\$40,000	\$40,000	\$40,000	\$160,000

1.2 The compensation payable to County for all services as set forth in this Agreement for the period commencing on or after July 1, 2021, and running through June 30, 2024, is two hundred forty thousand dollars (\$240,000).

2. Overtime or Extraordinary Costs: Any overtime or extraordinary costs as defined in Exhibit A 7.6 are not included in the established rate. The rate for overtime/extraordinary cost is calculated at 1.5 x the EMD Staff’s current employee rate and must be approved in advance by the city’s authorized agent.

3. Invoicing: The County will invoice the City at the end of each quarter. The payment is due by the 20<sup>th</sup> of the following month as follows:

- a. Quarter 1 (July 1 – September 30) – due October 20<sup>th</sup>
- b. Quarter 2 (October 1 – December 31) – due January 20<sup>th</sup>
- c. Quarter 3 (January 1 – March 31) – due April 20<sup>th</sup>
- d. Quarter 4 (April 1 – June 30) – due July 20<sup>th</sup>