

**A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA QUINTA,
THE CITY OF INDIO, AND THE CITY OF COACHELLA TO SHARE THE
ACQUISITION COST OF A LADDER TRUCK**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), was made and entered this _____ day of _____, 2020, by and between the City of La Quinta, the City of Indio, and the City of Coachella, each a duly created city (hereinafter each a "CITY" and collectively the "CITIES").

SECTION I: PURPOSE

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

B. The CITIES and the County of Riverside have a cost sharing agreement for a ladder truck company (the "Cost Sharing Agreement") which is of mutual benefit for all involved agencies. A copy of the Cost Sharing Agreement is attached hereto as Exhibit A and incorporated herein by this reference.

C. The existing ladder truck is 13 years old and has exceeded its lifecycle.

D. The CITIES have agreed to replace the existing truck with a new truck with the City of Indio contributing fifty percent (50%), City of La Quinta contributing twenty-five percent (25%), and City of Coachella contributing twenty-five percent (25%) of the total cost.

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 of Riverside. 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: ACQUISITION COST SHARE

The CITIES agree the cost of the ladder truck shall be divided with Indio funding 50%, La Quinta 25%, and Coachella, funding 25% of the final cost. The **actual cost** of the truck will not exceed One Million Four Hundred Thousand Dollars (\$1,400,000).

The CITY purchasing the ladder truck shall comply with all local and state rules and regulations regarding procurement when purchasing the ladder truck.

SECTION IV: TERM

The term of this MOU shall be from July 1, 2020 to July 1, 2022. Any CITY may terminate participation in this MOU for any reason by giving a one (1) year advance written notice to the designated representatives of the other CITIES; provided, however, that in the event a CITY terminates its participation in this MOU during the term of the MOU, such CITY shall still have the obligation to pay its acquisition cost share for the ladder truck pursuant to Section III, such CITY shall not be entitled to any return or refund of its acquisition cost share paid or to be paid pursuant to Section III, and such CITY shall not be entitled to any return or refund for its repair or maintenance costs paid (or that must be paid up to the date of termination) pursuant to Section VI. Upon acquisition of the ladder truck referenced in the Recitals, the TERM of this Agreement is superseded, and shall be governed, by the Cost-Sharing Agreement.

SECTION V: INDEMNIFICATION AND HOLD HARMLESS

The Cost Sharing Agreement is attached to this MOU in Exhibit A and the indemnification and hold harmless terms in Section V are incorporated herein and will apply to this MOU.

SECTION VI: OWNERSHIP, MAINTENANCE, REPAIRS

Upon purchase, the City of Indio will own the ladder truck and maintain the insurance on said ladder truck. The ladder truck maintenance and/or repair costs shall be paid through the cost allocation plan and/or as a direct invoice distributed to each CITY through the cost allocation staffing plan pursuant to Section VI of the Cost Sharing Agreement.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this MOU 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 La Quinta
78-495 Calle Tampico
La Quinta, CA 92253
Attention: Jon McMillen

City of Indio
100 Civic Center Mall
Indio, CA 92201
Attention: Mark Scott

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attention: William B. Patterson Jr.

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 MOU, whether by written or verbal understanding of the CITIES, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by all CITIES.

B. DISPUTES

In the event of any dispute arising under this MOU, the injured CITY shall notify the injuring CITY in writing of its contentions by submitting a claim, therefore. The injured CITY shall continue performing its obligations hereunder so long as the injuring CITY commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Administrator selected by the CITIES, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, injured CITY may take such immediate action as injured CITY deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this MOU for cause and to any legal action, and such compliance shall not be a waiver of any CITY's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit injured CITY's right to terminate this MOU without cause pursuant to this Section VIII (B). During the period of time that contracting City is in default, injured CITY shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, injured CITY may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

C. WAIVER

Any waiver by any of the CITIES, separately or collectively, of any breach of any one or more of the terms of this MOU 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 CITIES to require exact, full and complete compliance with any terms of this MOU shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES from enforcement hereof.

D. SEVERABILITY

If any provision in this MOU 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

The CITIES respective City Manager shall administer this MOU on behalf of its CITY.

F. ATTORNEY'S FEES

If any CITY in this MOU is required to initiate or defend or made a party to any action or proceeding in any way connected with this MOU, the prevailing CITY in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by any CITY for legal services multiplied by the reasonable number of hours spent by the prevailing CITY in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a CITY entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose

G. ENTIRE AGREEMENT

This MOU is intended by the CITIES 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.

(Signatures on Following Page)

IN WITNESS WHEREOF, the CITIES hereto have caused this MOU to be executed by their duly authorized representatives on the dates set forth below:

CITY OF LA QUINTA:

By: _____
JON MCMILLEN
City Manager

Dated: _____

ATTEST:

By: _____
MONIKA RADEVA,
City Clerk

Dated: _____

APPROVED AS TO FORM AND CONTENT:

By: _____
WILLIAM H. IHRKE,
City Attorney

CITY OF INDIO:

By: _____
MARK SCOTT,
City Manager

Dated: _____

ATTEST:

By: _____
CYNTHIA HERNANDEZ,
City Clerk

Dated: _____

APPROVED AS TO FORM AND CONTENT:

By: _____
ROXANNE M. DIAZ,
City Attorney

CITY OF COACHELLA:

By: _____
WILLIAM B. PATTISON JR.,
City Manager

Dated: _____

ATTEST:

By: _____
ANDREA CARRANZA,
Deputy City Clerk

Dated: _____

APPROVED AS TO FORM AND CONTENT:

By: _____
CARLOS L. CAMPOS,
City Attorney