

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 12/3/15
 GREGORY P. PRIAMOS
 DATE
 Departmental Concurrence

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

160



FROM: FIRE

SUBMITTAL DATE:
 December 3, 2015

SUBJECT: Approval of the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of La Quinta for one (1) year [\$6,180,985]; Contract revenue from the City of La Quinta subject to annual cost increase; 4th District

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of La Quinta, between the County of Riverside and the City of La Quinta; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County; and
3. Authorize the Fire Chief to negotiate and execute any amendments to the Exhibit "A-i" of this Agreement.

BACKGROUND:

Summary
 Continued on Page 2

[Signature]
 John R. Hawkins,
 Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 3,009,296	\$ 3,171,689	\$ 6,180,985	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

SOURCE OF FUNDS: Contract revenue from the City of La Quinta subject to annual cost increase.

Budget Adjustment: No
For Fiscal Year: 15/16 & 16/17

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: December 15, 2015
xc: Fire

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

Prev. Agn. Ref.: 03/11/08 Item 3.30 | District: 4 | Agenda Number:

3-21

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

FORM 11: Approval of the Cooperative Agreement for the City of La Quinta

DATE: December 3, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The City of La Quinta desires to continue contracting for Fire Protection Services with the Riverside County Fire Department, and as such, the two agencies have reached an agreement as to the level of service to be provided to the City. The City of La Quinta is scheduled to take the Cooperative Agreement to their Counsel on December 15, 2015 for approval. Therefore, Riverside County Fire Department is seeking a concurrent approval of said agreement. There were no changes in the Agreements level of staffing since the previous signed Agreement in FY 07/08. The term of this agreement is December 31, 2015 through December 31, 2016. The total estimated contract revenue will be received annually to cover the full contract costs. With the FY 15/16 estimated at \$3,009,296. Subject to increase and/or decrease based on fiscal year end reconciliation of support services with actual costs to be adjusted on the 4th Quarter Invoice sent out in August following the fiscal year close.

On June 16, 2015 (Item 3-29), the Board approved a contract with a third-party company, Tridata, to conduct a Standards of Cover Study. During negotiations, the City of La Quinta expressed interest in the results of the study and any recommendations that may be brought forward to the Board of Supervisors. The department and Executive Office assured the city that the county will be communicating with all of the county partner jurisdictions once the results of the study have been received and reviewed.

Impact on Citizens and Businesses

There are no changes in the Agreement; therefore, there will be no impact on businesses or citizens of the City of La Quinta due to the renewal of this agreement. However, the language in the Agreement does state that the City may request an increase or decrease of employees or services assigned to the City with one hundred twenty (120) day written notice to the County. All requests for changes will be evaluated by the designated Chief Officer and/or County Fire Chief to ensure that the levels of service provided to the Community are at or above the minimum standard requirements. Any concerns will be discussed with the City Representative.

SUPPLEMENTAL:

Additional Fiscal

Fire estimates receiving \$3,009,196 for FY 15/16 and \$3,171,689 for FY 16/17 in revenue. This contract has no general fund impact.

Contract History and Price Reasonableness

The City of La Quinta has been contracting for Riverside County Fire Service since 1991. The previously signed Cooperative Agreement is expired and we are operating under a Letter of Extension. The estimated contract increase from the previous Exhibit A amendment is 8.28%. This increase is due to various rate increases from the State Cooperative Agreement and the County cost increases. There were no changes in the Agreements level of staffing since the previous signed Agreement in FY 07/08.

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, 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 City of La Quinta, a duly created city, (hereinafter referred to as "CITY"), 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 CITY 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 55600 et seq., and COUNTY shall provide to CITY a unified, cooperative, integrated, and effective fire services system. For purposes of this Agreement, the "jurisdictional boundaries" serviced under this Agreement shall be the entire territory and lands within the city limits. 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 CITY 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 CITY, 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 CITY 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. CITY shall annually appropriate, as part of its fiscal year budget, amounts 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 duration of the contract period. Exhibit "A" may be amended in writing by mutual agreement by both parties or when a CITY-requested increase or reduction in services is approved by the COUNTY pursuant to this Agreement.


B. 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." Subject to the COUNTY'S ability to unilaterally reduce the services as provided in this Section III.B., the CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" based on action of the Legislature, CALFIRE, or any other public agency with authority to direct changes in the level of salaries or expenses. COUNTY shall deliver to CITY written notice of a proposed or actual increase to salaries or expenses as described in the previous sentences within thirty (30) days of COUNTY's receipt of notice of the proposed and/or actual increase. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CALFIRE, or other public agency will exceed the total amount specified therein, and CITY 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 CITY, in writing, specifying the services to be reduced. Any COUNTY or CALFIRE 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 CITY does not agree to fund, as described above, shall be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this section III.B., such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.


C. COUNTY shall provide fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide to COUNTY one hundred twenty (120) days written notice of the proposed increase or decrease. Proper notification shall include the following: (1) The total amount of proposed increase or decrease; (2) The effective date of the proposed increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase, 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 CITY'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 proposed increase or decrease within thirty (30) days of the notice provided pursuant to this section.

D. CITY 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 may be amended from time to time. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

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

F. _____  [x] (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. _____  [x] (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. Notwithstanding Paragraph F 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 CITY 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 CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day; or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: TERM OF AGREEMENT AND AMENDMENT

A. The term of this Agreement shall be from December 31, 2015, to December 31, 2016, subject to extensions as set forth below.

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

C. If CITY and COUNTY are actively negotiating the terms to a new agreement, the parties may enter into an amendment of this agreement to extend the term up to an additional one year period. During this extended term, the level of service and costs for services will remain as set forth in this Exhibit "A" of this Agreement.

SECTION V: TERMINATION

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

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 CITY.

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 CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints

and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY 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 CITY.

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY 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

CITY shall provide Fire Station(s), strategically located to provide standard response time within City of La Quinta from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY 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 CITY.

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 CITY, 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, 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, "**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 CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY'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 CITY 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 CITY 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 and to allow interviews of any employees or agents who are responsible for the maintenance and custody of such records. COUNTY and CITY agree to a similar right to audit records and interview employees or agents 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

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, 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 CITY 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 CITY 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. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY 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.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees pursuant to Section XIII of this Agreement.

In the event of litigation between COUNTY and CITY 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
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF LA QUINTA
City Manager
City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253

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.

Dated: _____

CITY OF LA QUINTA

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

Dated: DEC 15 2015

COUNTY OF RIVERSIDE

By: 
Chairman, Board of Supervisors
MARION ASHLEY

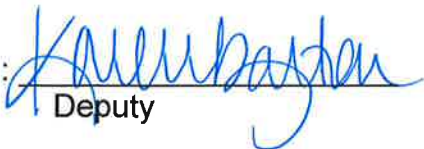
ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

GREGORY P. PRIAMOS,
County Counsel

By: 
ERIC STOPHER
Deputy County Counsel

By: 
Deputy

(SEAL)

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: December 17, 2015

CITY OF LA QUINTA

By: [Signature]

Title: Frank J. Spetacek, City Manager

ATTEST:

By: Susan Maysels

Title: Susan Maysels, City Clerk

(SEAL)

APPROVED AS TO FORM:

William H. Ihrke

William H. Ihrke, City Attorney

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

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

By: _____
ERIC STOPHER
Deputy County Counsel

By: _____
Deputy

(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA
ESTIMATE DATED NOV 30, 2015 FOR DECEMBER 31, 2015 TO DECEMBER 31, 2016

ESTIMATED CITY EXHIBIT "A" BUDGET

FISCAL YEAR 2015/2016 DECEMBER 31, 2015 TO JUNE 30, 2016	\$102,369
FISCAL YEAR 2016/2017 JULY 1, 2016 TO DECEMBER 31, 2016	\$264,763
TOTAL ESTIMATED CITY EXHIBIT "A" FOR DEC 31, 2015 TO DEC 31, 2016	<u>\$367,132</u>

EXHIBIT "A-i"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA
 ESTIMATE DATED NOV 30, 2015 FOR DECEMBER 31, 2015 TO JUNE 30, 2016

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS					
STA #32												
Medic Engine	199,760	1.0	170,817	1.0	297,686	2.0	331,826	2.0	1,000,089	6.0		
STA #70												
Medic Engine	199,760	1.0	170,817	1.0	297,686	2.0	331,826	2.0	1,000,089	6.0		
STA #93												
Medic Engine	199,760	1.0	0	0.0	191,544	1.0	297,686	2.0	331,826	2.0	1,020,816	6.0
Fixed Relief					191,544	1.0	0	0.0	331,826	2.0	523,370	3.0
Vac. Relief - Engine			170,817	1.0	191,544	1.0			165,913	1.0	528,274	3.0
SUBTOTALS	599,281	0	512,451		574,632	893,057	1,493,218		4,072,639			
SUBTOTAL STAFF	3	0	3	3	6	9	24					
FIRE SAFETY SPECIALIST (PCN 114438)					140,759	each			140,759	1.0		
EMERGENCY SERVICES COORDINATOR (120745)					116,074	each			116,074	1.0		
SUBTOTAL									\$4,329,471	26		
ESTIMATED SUPPORT SERVICES												
Administrative/Operational					19,444	per assigned Staff **			506,127	26.03		
Volunteer Program					7,157	Per Entity Allocation			7,157	1.0		
Medic Program						Medic FTE/Defib Basis			79,339	12.29		
Battalion Chief Support					70,247	.27 FTE per Station			210,741	3.0		
Fleet Support					51,374	per Fire Suppression Equip			154,122	3.0		
ECC Support						Calls/Station Basis			146,807			
Comm/IT Support						Calls/Station Basis			249,507			
Hazmat Support									37,712			
SUPPORT SERVICES SUBTOTAL									1,391,513			
ESTIMATED DIRECT CHARGES												
FIRE ENGINE USE AGREEMENT					25,331	each engine			28,746			
COOPERATIVE TRUCK AGREEMENT 12.5%									75,994	3		
									192,868	12.50%		
TOTAL STAFF COUNT											26.03	
ESTIMATED ANNUAL CITY BUDGET									\$6,018,591			
ESTIMATED CITY BUDGET DECEMBER 31, 2015 TO JUNE 30, 2016									\$3,009,296			
* LA QUINTA ESTIMATED FIRE TAX CREDIT									(2,906,927)			
NET ESTIMATED CITY BUDGET									\$102,369			
* STRUCTURAL FIRE TAXES					1,730,471							
ESTIMATED REDEVELOPMENT PASS THRU					4,271,382							
total contract transfer					(188,000)							
TOTAL ESTIMATED TAX FUNDING					5,813,853							
TOTAL TAX FUNDING (6 MONTHS)					2,906,927							
SUPPORT SERVICES												
Administrative & Operational Services									24.0	Assigned Staff		
Finance									1.13	Indio Truck (12.5%)		
Training									0.90	Battalion Chief Support		
Data Processing									26.03	Total Assigned Staff		
Accounting												
Personnel												
Procurement												
Emergency Services												
Fire Fighting Equip.												
Office Supplies/Equip.												
									3	Fire Stations		
									3,558	Number of Calls		
									12.29	Assigned Medic FTE		
									3	Monitors/Defibs		
									3	Hazmat Stations		
									21	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

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

FY 15/16 POSITION SALARIES TOP STEP

294,998	DEPUTY CHIEF	25,331	FIRE ENGINE
291,046	DIV CHIEF	19,444	SRVDEL
234,156	BAT CHIEF	7,157	VOL DEL
199,760	CAPT	6,005	MEDIC FTE
218,089	CAPT MEDIC	1,846	MEDIC MONITORS/DEFIBS REPLACEMENT
170,817	ENG	70,247	BATT DEL
191,544	ENG/MEDIC	15,538	ECC STATION
148,843	FF II	28.16	ECC CALLS
165,913	FF II/MEDIC	51,374	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	26,407	COMM/IT STATION
140,759	FIRE SAFETY SPECIALIST	47.86	COMM/IT CALLS
122,031	FIRE SYSTEMS INSPECTOR	2,247	FACILITY STATION
71,843	OFFICE ASSISTANT III	604.46	FACILITY FTE
72,531	SECRETARY I	3,487	HAZMAT STATION
116,074	COUNTY EMERGENCY SERVICES COORDINATOR	1,209.79	HAZMAT CALLS
		1,845	HAZMAT VEHICLE REPLACEMENT

FY 15/16 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

EXHIBIT "A-ii"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA
 ESTIMATE DATED NOV 30, 2015 FOR JULY 1, 2016 TO DECEMBER 31, 2016

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS					
STA #32												
Medic Engine	209,748	1.0	179,358	1.0	312,570	2.0	348,418	2.0	1,050,094	6.0		
STA #70												
Medic Engine	209,748	1.0	179,358	1.0	312,570	2.0	348,418	2.0	1,050,094	6.0		
STA #93												
Medic Engine	209,748	1.0	0	0.0	201,121	1.0	312,570	2.0	348,418	2.0	1,071,857	6.0
Fixed Relief				201,121	1.0	0	0.0	348,418	2.0	549,539	3.0	
Vac. Relief - Engine			179,358	1.0	201,121	1.0	174,209	1.0	554,688	3.0		
SUBTOTALS	629,245	0	538,074	603,363	937,710	1,567,879			4,276,271			
SUBTOTAL STAFF	3	0	3	3	6	9				24		
FIRE SAFETY SPECIALIST (PCN 114438)				147,796	each				147,796	1.0		
EMERGENCY SERVICES COORDINATOR (120745)				121,877	each				121,877	1.0		
SUBTOTAL									\$4,545,944	26		
ESTIMATED SUPPORT SERVICES												
Administrative/Operational				20,805	per assigned Staff **				541,556	26.03		
Volunteer Program				7,658	Per Entity Allocation				7,658	1.0		
Medic Program					Medic FTE/Defib Basis				84,893	12.29		
Battalion Chief Support				75,164	.27 FTE per Station				225,493	3.0		
Fleet Support				54,970	per Fire Suppression Equip				164,911	3.0		
ECC Support					Calls/Station Basis				157,084			
Comm/IT Support					Calls/Station Basis				266,972			
Hazmat Support									<u>40,352</u>			
SUPPORT SERVICES SUBTOTAL									1,488,919			
ESTIMATED DIRECT CHARGES												
FIRE ENGINE USE AGREEMENT				25,331	each engine				28,746			
COOPERATIVE TRUCK AGREEMENT 12.5%									75,994	3		
									203,776	12.50%		
TOTAL STAFF COUNT										26.03		
TOTAL ESTIMATED CITY BUDGET									\$6,343,379			
ESTIMATED CITY BUDGET JULY 1, 2016 TO DECEMBER 31, 2016									\$3,171,689			
* LA QUINTA ESTIMATED FIRE TAX CREDIT									(2,906,927)			
NET ESTIMATED CITY BUDGET									\$264,763			
* STRUCTURAL FIRE TAXES				1,730,471								
ESTIMATED REDEVELOPMENT PASS THRU				4,271,382								
total contract transfer				(188,000)								
TOTAL ESTIMATED TAX FUNDING				5,813,853								
TOTAL TAX FUNDING (6 MONTHS)				2,906,927								

SUPPORT SERVICES

Administrative & Operational Services		24.0	Assigned Staff	
Finance	Procurement	1.13	Indio Truck (12.5%)	
Training	Emergency Services	0.90	Battalion Chief Support	
Data Processing	Fire Fighting Equip.	**	26.03	Total Assigned Staff
Accounting	Office Supplies/Equip.			
Personnel				
		3	Fire Stations	
		3,558	Number of Calls	
		12.29	Assigned Medic FTE	
		3	Monitors/Defibs	
		3	Hazmat Stations	
		21	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

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

FY 16/17 POSITION SALARIES TOP STEP

309,748	DEPUTY CHIEF	25,331	FIRE ENGINE
305,599	DIV CHIEF	20,805	SRVDEL
245,864	BAT CHIEF	7,658	VOL DEL
209,748	CAPT	6,425	MEDIC FTE
228,993	CAPT MEDIC	1,975	MEDIC MONITORS/DEFIBS REPLACEMENT
179,358	ENG	75,164	BATT DEL
201,121	ENG/MEDIC	16,626	ECC STATION
156,285	FF II	30.13	ECC CALLS
174,209	FF II/MEDIC	54,970	FLEET SUPPORT
154,171	FIRE SAFETY SUPERVISOR	28,255	COMMIT STATION
147,796	FIRE SAFETY SPECIALIST	51.21	COMMIT CALLS
128,132	FIRE SYSTEMS INSPECTOR	2,404	FACILITY STATION
75,435	OFFICE ASSISTANT III	646.77	FACILITY FTE
76,158	SECRETARY I	3,731	HAZMAT STATION
121,877	EMERGENCY SVC COORD	1,294.48	HAZMAT CALLS
		1,974	HAZMAT VEHICLE REPLACEMENT

FY 16/17 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

EXHIBIT "B"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF LA QUINTA
DATED DECEMBER 31, 2015

PAYMENT FOR SERVICES
ADDITIONAL SERVICES

A. CREDIT TO CITY

Of the sum CITY has appropriated to provide fire protection services within the area of responsibility of CITY, COUNTY shall allow a credit to CITY in the estimated amount that represents 100% of the annual structural fire taxes collected by the County and annual Redevelopment Pass Thru Funds in excess of \$188,300 collected by COUNTY within the areas of responsibility of CITY. The amount of this credit shall be determined by the County Auditor-Controller prior to the COUNTY's billing of its claim for services with CITY as approved herein. The claim filed by COUNTY with CITY shall be those expenses in excess of the credit allowed to CITY. If the credit allowed to CITY is in excess of the expenses, any excess credit will be deposited by the COUNTY into a trust fund for future fire facilities, equipment and/or services within CITY. The procedures for use of the trust funds are outlined as follows:

B. TRUST FUND PROCEDURES

The excess credit deposited in a trust fund for Fiscal Year 2010/2011 and for subsequent fiscal years during the term of this Agreement shall be expended, dispersed and accounted for as follows:

The trust funds may be used for future fire facilities, equipment, or for future services, at CITY's option. CITY shall have the right to designate the use of the trust funds for one or more of these purposes.

If CITY opts to utilize the trust funds for fire facilities being constructed or rehabilitated in CITY, COUNTY shall, upon CITY's request, release the funds for that purpose to CITY, or to CITY's designee, within 30 days of receiving CITY's written notification of its option.

If CITY opts to utilize the trust funds for equipment purchase or equipment rental, COUNTY shall, upon CITY's request, release the funds for that purpose to CITY or to CITY's designee, within 30 days of receiving CITY's written notification of its option.

If CITY opts to utilize the trust funds for services, it may either request increased services or supplement the fund as a credit applied to future service costs.

The trust funds shall be maintained in an interest-bearing account. The interest earned shall be added to the amount of the trust fund.

COUNTY shall provide an annual accounting of the trust fund amount to CITY by August 1, 2011, and by August 1st of each year thereafter, during the term of this Agreement. CITY shall review the accounting within 30 days of receipt, and shall notify COUNTY of any dispute or objection thereto. CITY and COUNTY shall reconcile any dispute within 30 days thereafter.

If any amount remains in the trust funds upon the effective date of the termination of this Agreement, the funds shall be returned to CITY within 30 days of the date of the termination, unless extended. CITY agrees that the returned funds shall only be used for fire service, equipment and fire facilities.

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF LA QUINTA
DATED NOVEMBER 9, 2015**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT**

Station 32

Medic Engine ME32, RCO No. 08-881 \$ 25,331.00

Station 70

Medic Engine ME70, RCO No. 07-851 \$ 25,331.00

Station 93

Medic Engine ME93, RCO No. 04-816 \$ 25,331.00

\$ 75,994.00

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 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, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$506,625.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.