

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



ITEM: 3.34  
(ID # 15240)

MEETING DATE:  
Tuesday, June 29, 2021

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Indian Wells for three (3) years, District 4. [\$11,138,356 - 100% Contract Revenue]

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 Indian Wells; and
2. Authorize the Chair 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" and Exhibit "C" of this Agreement subject to approval-as-to-form by County Counsel.

ACTION:

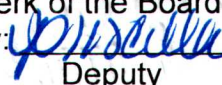
  
Casey Hartman, Fire Deputy Chief 6/16/2021

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: June 29, 2021  
xc: FIRE

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ N/A	\$ 3,541,068	\$ 11,138,356	\$ N/A
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>SOURCE OF FUNDS:</b> Contract revenue from the City of Indian Wells subject to annual cost increase.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22–23/24	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The City of Indian Wells desires to continue contracting for Fire Protection, Fire Prevention, Rescue and Medical Emergency 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 previous Agreement was signed in FY 17/18. In FY 19/20, the City of Indian Wells converted the existing Engine 55 model from Basic Life Support Engine Company with one Captain and two Firefighter II, to an Advanced Life Support Engine Company with one Captain, one Firefighter II and one Firefighter II Paramedic. The term of this agreement is July 1, 2021 through June 30, 2024. The total estimated contract revenue will be received annually to cover the full contract costs; with FY21/22 estimated at \$3,541,068, FY22/23 estimated at \$3,709,986 and FY23/24 estimated at \$3,887,302. The City of Indian Wells receives the city's structural fire taxes as a pass through in the cooperative agreement as estimated in the agreement's Exhibit A. The revenue is subject to increase and/or decrease based on fiscal year end reconciliation of support services with actual costs to be adjusted on the 4<sup>th</sup> Quarter Invoice sent out in August following the fiscal year close.

The City of Indian Wells approved the Cooperative Agreement during the April 22, 2021, City Council Meeting. The Riverside County Fire Department is waiting for the signed copies of the agreement; therefore, the Riverside County Fire Department is seeking a concurrent approval of said agreement.

The agreement has been reviewed and approved as to form by County Counsel.

**Impact on Residents and Businesses**

The City of Indian Wells converted the existing Engine 55 model from Basic Life Support Engine Company with one Captain and two Firefighter II, to an Advanced Life Support Engine Company with one Captain, one Firefighter II and one Firefighter II Paramedic. There will be no impact on businesses or citizens of the City of Indian Wells due to the renewal of this agreement. 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) days' written notice to the County. All requests for changes will be evaluated by the designated Chief Officer and/or



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

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 Information**

This contract has no general fund impact. Fire estimates receiving \$3,541,068 for FY 21/22, \$3,709,986 for FY 22/23 and \$3,887,302 for FY 23/24 in revenue. The City of Indian Wells receives the city's structural fire taxes as a pass through in the cooperative agreement as estimated in the agreement's Exhibit A. The estimated contract increase from the FY20/21 to FY21/22 Cost Estimate is 1.03%. This increase is due to various rate increases from the State Cooperative Agreement and the County cost increases in direct Fire Marshal Services and general operating costs. Contract revenue from the City of Indian Wells is subject to annual cost increase. Since the previous signed Agreement in FY17/18, the City of Indian Wells converted the existing Engine 55 from a Basic Life Support Engine Company to an Advanced Life Support Engine Company.

**Contract History and Price Reasonableness**

The City of Indian Wells has been contracting for Riverside County Fire Service since 1989. The current contract with the City of Indian Wells was approved by the Board of Supervisors on June 19, 2018, Item #3.22. Since that time, the CalFire Cooperative rates decreased by 24.59% in FY20/21 and were realized by the City of Indian Wells in the previous contract. The estimated contract increase from the FY20/21 to FY21/22 Cost Estimate is 1.03%. This increase is due to various rate increases from the State Cooperative Agreement and the County cost increases in direct Fire Marshal Services and general operating costs. Contract revenue from the City of Indian Wells is subject to annual cost increase. Since the previous signed Agreement in FY17/18, the City of Indian Wells converted the existing Engine 55 from a Basic Life Support Engine Company to an Advanced Life Support Engine Company.

  
Melissa Cushman

6/17/2021

  
Cheryl Williams

6/22/2021

  
Gregory L. Priamos, Director County Counsel

6/17/2021

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**A COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF INDIAN WELLS**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 Indian Wells 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, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter referred to as "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code sections §55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection 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/her 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 (hereinafter referred to as "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 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" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY-requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel 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 one hundred twenty (120) days written notice of the proposed requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the 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 or decrease, 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 increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. 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." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. 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, CAL FIRE, 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 CAL FIRE 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 not 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 paragraph, 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.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" or Exhibit "C" 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 CITY, be authorized to execute amendments to Exhibits "A" or "C" 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. \_\_\_\_\_ [ X ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "D" are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshall Services.

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement 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 Two Thousand Fifty-Five Dollars (\$2,055) per day or Fourteen Thousand Three Hundred Eighty-Four Dollars (\$14,384) per week.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code section 13146.3 at a cost to the owner as outlined in COUNTY Ordinance No. 671(Establishing Consolidated Fees For Land Use and Related Functions).

#### SECTION IV: INITIAL TERM AND AMENDMENT

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



B. One (1) year prior to the date of expiration of this Agreement, 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.

#### SECTION V: TERMINATION

During the term of this Agreement, 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 13054 to the officer designated by CITY.

#### SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, Riverside County Ordinance No. 787, section 5.E.2., and California Fire Code, 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. Additionally, COUNTY may bring action for collection to any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code section 53150, et seq, as may be amended from time to time. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such actions for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include



CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

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.

#### 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 the City of Indian Wells 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 Indemnatee, 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 COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (E.g., Gov. Code §8546.7).

B. Each party shall bear its 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.4<sup>th</sup> 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: ATTORNEYS' FEES

If CITY fails 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 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 OF RIVERSIDE  
Riverside County Fire Chief  
210 West San Jacinto Avenue  
Perris, CA 92570

CITY OF INDIAN WELLS  
City Manager  
City of Indian Wells  
44-950 El Dorado Drive  
Indian Wells, CA 92210-7414

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.

CITY OF INDIAN WELLS

Dated: \_\_\_\_\_ 4/26/2021 \_\_\_\_\_

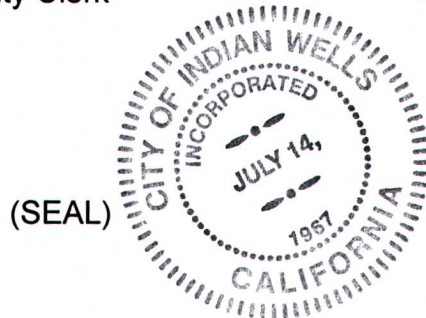
By: Richard Balocco  
Richard Balocco, City Mayor

ATTEST:

By: Angela Avila  
Angela Avila, City Clerk

APPROVED AS TO FORM:

By: Jeffrey S. Ballinger  
Jeffrey S. Ballinger, City Attorney



COUNTY OF RIVERSIDE

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

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

KECIA HARPER  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

GREGORY P. PRIAMOS,  
County Counsel

By: \_\_\_\_\_  
MELISSA R. CUSHMAN  
Deputy County Counsel

(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.

CITY OF INDIAN WELLS

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

By: \_\_\_\_\_  
Richard Balocco, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Angela Avila, City Clerk

By: \_\_\_\_\_  
Jeffrey S. Ballinger, City Attorney

(SEAL)

COUNTY OF RIVERSIDE

Dated: JUN 29 2021

By: Karen S. Spiegel  
Chair, Board of Supervisors  
KAREN SPIEGEL

ATTEST:

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

KECIA HARPER  
Clerk of the Board

By: Marcus Rasso  
Deputy

By: Melissa R. Cushman  
MELISSA R. CUSHMAN  
Deputy County Counsel

(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE  
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND  
MEDICAL EMERGENCY FOR THE CITY OF INDIAN WELLS  
DATED JULY 1, 2021 FOR FY2021/2022 THRU FY2023/2024

**CITY BUDGET COST ESTIMATE (with Tax Credit)**

FISCAL YEAR 2021/2022	\$219,783
FISCAL YEAR 2022/2023	\$388,701
FISCAL YEAR 2023/2024	\$566,016
TOTAL CITY BUDGET <b>ESTIMATE</b> FOR FY2021/2022 THRU FY2023/2024	<u>\$1,174,500</u>

**CITY BUDGET COST ESTIMATE (without Tax Credit)**

FISCAL YEAR 2021/2022	\$3,541,068
FISCAL YEAR 2022/2023	\$3,709,986
FISCAL YEAR 2023/2024	\$3,887,302
TOTAL CITY BUDGET <b>ESTIMATE</b> FOR FY2021/2022 THRU FY2023/2024	<u>\$11,138,356</u>



# EXHIBIT "A"

## TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF INDIAN WELLS DATED JULY 1, 2021 FOR FY2021/2022

*\*See notation below for estimate assumptions*

	CAPTAIN'S	CAPTAIN MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II	FF II MEDICS	TOTALS	
<b>STA #55</b>								
Engine	225,271	1	198,282	1	347,662	2	1,171,135	6
Medic Unit							799,839	4
Fixed Relief					173,831	1	373,791	2
Vacation Relief			198,282	1			398,242	2
SUBTOTALS	225,271		396,564		521,493	1,599,678	<b>\$2,743,006</b>	
SUBTOTAL STAFF	1		2		3	8		14
FIRE SAFETY SPECIALIST (50% SHARED WITH THE COUNTY)				161,564	each		80,782	0.5
SUBTOTAL							<b>\$80,782</b>	14.50
<b>ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)</b>								
Administrative/Operational (Schedule A)				16,082	per assigned Staff **		229,815	14.29
Volunteer Program (Schedule B)				5,504	Per Entity Allocation		5,504	1
Medic Program (Schedule C)		10,648	Medic FTE and	1,370	per Defib		89,293	8
Battalion Chief Support (Schedule D)			78,644	.29 FTE per Station			78,644	1
ECC Support (Schedule E)		28.12	per Call and	18,529	per Station		51,509	
Fleet Support (Schedule F)			65,330	per Fire Suppression Equip			65,330	1
Comm/IT Support (Schedule G)		41.21	per Call and	27,160	per Station		75,494	
Hazmat Support (Schedule I)		1,096	per Call and	4,468	per Station		7,455	
SUPPORT SERVICES SUBTOTAL							<b>\$603,045</b>	
DIRECT CHARGES							77,985	
FIRE ENGINE USE AGREEMENT				36,250	each engine		36,250	1
TOTAL STAFF COUNT								14.10
TOTAL <b>ESTIMATED</b> CITY BUDGET							<b>3,541,068</b>	
* INDIAN WELLS <b>ESTIMATED</b> FIRE TAX CREDIT							<b>(3,321,286)</b>	
NET <b>ESTIMATED</b> CITY BUDGET							<b>\$219,783</b>	
* STRUCTURAL FIRE TAXES				(1,138,120)				
<b>ESTIMATED</b> REDEVELOPMENT PASS THRU				(2,750,166)				
total contract transfer				567,000				
<b>ESTIMATED</b> TOTAL TAX FUNDING				<b>(\$3,321,286)</b>				

1	Fire Stations	14.00	Assigned Staff
1,173	Number of Calls	0.29	Battalion Chief Support
8	Assigned Medic FTE	**	14.29
3	Monitors/Defibs		Total Assigned Staff
1	Hazmat Stations		
1	Number of Hazmat Calls		

### SUPPORT SERVICES (Fire Cost Allocation Plan)

#### Administrative & Operational Services

Finance	Procurement
Training	Emergency Services
Data Processing	Fire Fighting Equip.
Accounting	Office Supplies/Equip.
Personnel	

**SUPPORT SERVICES (Fire Cost Allocation Plan) cont.**

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

Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 21/22 POSITION SALARIES TOP STEP (per assumptions below)**

316,514	DEPUTY CHIEF	36,250	FIRE ENGINE
312,336	DIV CHIEF	16,082	SRVDEL
263,060	BAT CHIEF	5,504	VOL DEL
225,271	CAPT	10,648	MEDIC FTE
254,658	CAPT MEDIC	1,370	MEDIC MONITORS/DEFIBS REPLACEMENT
198,282	ENG	78,644	BATT DEL
226,431	ENG/MEDIC	18,529	ECC STATION
173,831	FF II	28.12	ECC CALLS
199,960	FF II/MEDIC	65,330	FLEET SUPPORT
173,935	FIRE SAFETY SUPERVISOR	27,160	COMM/IT STATION
161,564	FIRE SAFETY SPECIALIST	41.21	COMM/IT CALLS
141,812	FIRE SYSTEMS INSPECTOR	1,442	FACILITY STATION
83,148	OFFICE ASSISTANT III	418.92	FACILITY FTE
94,600	SECRETARY I	4,468	HAZMAT STATION
179,773	COUNTY DEPUTY FIRE MARSHAL	1,095.74	HAZMAT CALLS
		1,891	HAZMAT VEHICLE REPLACEMENT

**\*Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Estimated Support Services based on assumptions above

**FY 21/22 DIRECT BILL ACCOUNT CODES**

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities



# EXHIBIT "A"

## TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF INDIAN WELLS DATED JULY 1, 2021 FOR FY2022/2023

*\*See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FF II MEDICS	TOTALS	
<b>STA #55</b>								
Engine	236,535	1	208,196	1	365,045	2	419,915	2
Medic Unit							839,831	4
Fixed Relief					182,523	1	209,958	1
Vacation Relief			208,196	1			209,958	1
							418,154	2
SUBTOTALS	236,535		416,393		547,568		1,679,661	
SUBTOTAL STAFF	1		2		3		8	14
FIRE SAFETY SPECIALIST (50% SHARED WITH THE COUNTY)				164,796	each		82,398	0.5
SUBTOTAL							<b>\$82,398</b>	14.50
<b>ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)</b>								
Administrative/Operational (Schedule A)				16,886	per assigned Staff **		241,306	14.29
Volunteer Program (Schedule B)				5,779	Per Entity Allocation		5,779	1
Medic Program (Schedule C)		11,180	Medic FTE and	1,439	per Defib		93,758	8
Battalion Chief Support (Schedule D)				82,576	.29 FTE per Station		82,576	1
ECC Support (Schedule E)		29.52	per Call and	19,455	per Station		54,084	
Fleet Support (Schedule F)				68,597	per Fire Suppression Equip		68,597	1
Comm/IT Support (Schedule G)		43.27	per Call and	28,518	per Station		79,269	
Hazmat Support (Schedule I)		1,151	per Call and	4,691	per Station		7,828	
SUPPORT SERVICES SUBTOTAL							<b>\$633,197</b>	
DIRECT CHARGES							<b>77,985</b>	
FIRE ENGINE USE AGREEMENT				36,250	each engine		<b>36,250</b>	1
TOTAL STAFF COUNT								14.10
TOTAL <b>ESTIMATED</b> CITY BUDGET							<b>3,709,986</b>	
* INDIAN WELLS <b>ESTIMATED</b> FIRE TAX CREDIT							<b>(3,321,286)</b>	
NET <b>ESTIMATED</b> CITY BUDGET							<b>\$388,701</b>	
* STRUCTURAL FIRE TAXES				(1,138,120)				
<b>ESTIMATED</b> REDEVELOPMENT PASS THRU				(2,750,166)				
total contract transfer				567,000				
<b>ESTIMATED</b> TOTAL TAX FUNDING				<b>(\$3,321,286)</b>				
	1	Fire Stations			14.00	Assigned Staff		
	1,173	Number of Calls			0.29	Battalion Chief Support		
	8	Assigned Medic FTE		**	14.29	Total Assigned Staff		
	3	Monitors/Defibs						
	1	Hazmat Stations						
	1	Number of Hazmat Calls						

### SUPPORT SERVICES (Fire Cost Allocation Plan)

#### Administrative & Operational Services

Finance	Procurement
Training	Emergency Services
Data Processing	Fire Fighting Equip.
Accounting	Office Supplies/Equip.
Personnel	

**SUPPORT SERVICES (Fire Cost Allocation Plan) cont.**

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

Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 22/23 POSITION SALARIES TOP STEP (per assumptions below)**

332,340	DEPUTY CHIEF	36,250	FIRE ENGINE
327,953	DIV CHIEF	16,886	SRVDEL
276,213	BAT CHIEF	5,779	VOL DEL
236,535	CAPT	11,180	MEDIC FTE
267,391	CAPT MEDIC	1,439	MEDIC MONITORS/DEFIBS REPLACEMENT
208,196	ENG	82,576	BATT DEL
237,752	ENG/MEDIC	19,455	ECC STATION
182,523	FF II	29.52	ECC CALLS
209,958	FF II/MEDIC	68,597	FLEET SUPPORT
177,414	FIRE SAFETY SUPERVISOR	28,518	COMM/IT STATION
164,796	FIRE SAFETY SPECIALIST	43.27	COMM/IT CALLS
144,649	FIRE SYSTEMS INSPECTOR	1,514	FACILITY STATION
84,811	OFFICE ASSISTANT III	439.86	FACILITY FTE
96,492	SECRETARY I	4,691	HAZMAT STATION
183,369	COUNTY DEPUTY FIRE MARSHAL	1,150.52	HAZMAT CALLS
		1,986	HAZMAT VEHICLE REPLACEMENT

**\*Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Projected increase of 5% to Safety & 2% Non-Safety Staff and 5% Support Services from previous FY21/22.

**FY 22/23 DIRECT BILL ACCOUNT CODE**

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities



# EXHIBIT "A"

## TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF INDIAN WELLS DATED JULY 1, 2021 FOR FY2023/2024

*\*See notation below for estimate assumptions*

	CAPTAIN'S		CAPTAIN'S		ENGINEERS		ENGINEER		FF II		FF II		TOTALS	
			MEDICS				MEDICS				MEDICS			
<b>STA #55</b>														
Engine	248,361	1			218,606	1			383,297	2	440,911	2	1,291,176	6
Medic Unit											881,822	4	881,822	4
Fixed Relief									191,649	1	220,456	1	412,104	2
Vacation Relief					218,606	1					220,456	1	439,062	2
SUBTOTALS	248,361				437,212				574,946		1,763,645		<b>\$3,024,164</b>	
SUBTOTAL STAFF	1					2			3		8			14
FIRE SAFETY SPECIALIST (50% SHARED WITH THE COUNTY)							168,091	each					84,046	0.5
SUBTOTAL													<b>\$84,046</b>	14.00
<b>ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)</b>														
Administrative/Operational (Schedule A)							17,731	per assigned Staff **					253,371	14.29
Volunteer Program (Schedule B)							6,068	Per Entity Allocation					6,068	1
Medic Program (Schedule C)					11,739	Medic FTE and		1,511	per Defib				98,445	8
Battalion Chief Support (Schedule D)							86,705	.29 FTE per Station					86,705	1
ECC Support (Schedule E)					31.00	per Call and		20,428	per Station				56,788	
Fleet Support (Schedule F)							72,027	per Fire Suppression Equip					72,027	1
Comm/IT Support (Schedule G)					45.43	per Call and		29,944	per Station				83,232	
Hazmat Support (Schedule I)					1,208	per Call and		4,926	per Station				8,219	
SUPPORT SERVICES SUBTOTAL													<b>\$664,857</b>	
DIRECT CHARGES													77,985	
FIRE ENGINE USE AGREEMENT							36,250	each engine					36,250	1
TOTAL STAFF COUNT														14.10
TOTAL <b>ESTIMATED</b> CITY BUDGET													<b>3,887,302</b>	
* INDIAN WELLS <b>ESTIMATED</b> FIRE TAX CREDIT													<b>(3,321,286)</b>	
NET <b>ESTIMATED</b> CITY BUDGET													<b>\$566,016</b>	
* STRUCTURAL FIRE TAXES							(1,138,120)							
<b>ESTIMATED</b> REDEVELOPMENT PASS THRU							(2,750,166)							
total contract transfer							567,000							
<b>ESTIMATED</b> TOTAL TAX FUNDING							<b>(\$3,321,286)</b>							

1	Fire Stations	14.00	Assigned Staff
1,173	Number of Calls	0.29	Battalion Chief Support
8	Assigned Medic FTE	** 14.29	Total Assigned Staff
3	Monitors/Defibs		
1	Hazmat Stations		
1	Number of Hazmat Calls		

### SUPPORT SERVICES (Fire Cost Allocation Plan)

#### Administrative & Operational Services

Finance	Procurement
Training	Emergency Services
Data Processing	Fire Fighting Equip.
Accounting	Office Supplies/Equip.
Personnel	

**SUPPORT SERVICES (Fire Cost Allocation Plan) cont.**

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

Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 23/24 POSITION SALARIES TOP STEP (per assumptions below)**

348,957	DEPUTY CHIEF	36,250	FIRE ENGINE
344,350	DIV CHIEF	17,731	SRVDEL
290,023	BAT CHIEF	6,068	VOL DEL
248,361	CAPT	11,739	MEDIC FTE
280,761	CAPT MEDIC	1,511	MEDIC MONITORS/DEFIBS REPLACEMENT
218,606	ENG	86,705	BATT DEL
249,640	ENG/MEDIC	20,428	ECC STATION
191,649	FF II	31.00	ECC CALLS
220,456	FF II/MEDIC	72,027	FLEET SUPPORT
180,962	FIRE SAFETY SUPERVISOR	29,944	COMM/IT STATION
168,091	FIRE SAFETY SPECIALIST	45.43	COMM/IT CALLS
147,542	FIRE SYSTEMS INSPECTOR	1,590	FACILITY STATION
86,507	OFFICE ASSISTANT III	461.86	FACILITY FTE
98,422	SECRETARY I	4,926	HAZMAT STATION
187,036	COUNTY DEPUTY FIRE MARSHAL	1,208.05	HAZMAT CALLS
		2,085	HAZMAT VEHICLE REPLACEMENT

**\*Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Projected increase of 5% to Safety & 2% Non-Safety Staff and 5% Support Services from previous FY22/23

**FY 23/24 DIRECT BILL ACCOUNT CODE**

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities



**EXHIBIT "B"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL AID FOR THE CITY OF INDIAN WELLS  
DATED JULY 1, 2021**

**PAYMENT FOR SERVICES  
ADDITIONAL TERMS**

Of the sum CITY has appropriated to provide for 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 Structural Fire Taxes and Redevelopment Pass Thru Funds in excess of \$567,000 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 COUNTY's billing of its claim for services with CITY as provided herein. The claim filed by COUNTY with CITY shall be those expenses in excess of the credit allowed to CITY.

COUNTY shall make a claim to CITY for the cost of contracted services as shown on Exhibit "A" during each of the following periods:

- (1) July 1 through September 30, claim in October;
- (2) October 1, through December 31, claim in January;
- (3) January 1 through March 31, claim in April; and
- (4) April 1 through June 20, claim in July/August.

The claims shall be for actual cost of services after any deduction for estimated Structural Fire taxes and/or Redevelopment, with final reconciliation of fire taxes to actual revenue received which may result in an additional credit or expense to CITY in the August final claim. CITY shall pay each claim within 30 days after receipt thereof. COUNTY shall allow a credit in the amount of the Structural Fire taxes as determined by COUNTY Auditor Controller/Treasurer Tax Collector Office to be collected in each fiscal year of this Agreement. Any remaining credit that has exceeded the cost of the contracted services shall remain the City of Indian Wells funds, to be utilized for future Fire Services and/or related expenses.

**EXHIBIT "C"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY INDIAN WELLS  
DATED JULY 1, 2021**

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

Station 55

Engine E55, RCO No. 08-877

\$ 36,250.00

\$ 36,250.00

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 owner of said fire



engine(s). All other maintenance and repairs 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, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$725,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

## **EXHIBIT "D"**

### **TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF INDIAN WELLS DATED JULY 1, 2021**

#### **PAYMENT FOR ADDITIONAL SERVICES OFFICE OF THE FIRE MARSHAL AGREEMENT**

The Fire Marshal Agreement is utilized in the event a CITY elects to fund locally direct COUNTY Fire Marshal personnel at the CITY to perform the duties of the Office of the Fire Marshal. These duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -

- Review Planning and Development Cases for the CITY
- Review and inspection of construction development for the CITY
- State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
- Review, Permitting and Inspection of Special Events
- Investigation of fire safety complaints
- Meeting with development applicants and customers

Administrative activities -

- Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
- Provide information to customers on CITY Ordinances and Standards for construction
- Creation and maintenance of Information Bulletins, Technical Policies and Standards for Fire Protection in the CITY
- Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal duties services provides, CITY shall provide sixty (60) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all direct operating supplies for each position in accordance with COUNTY requirements and/or standards. These supplies include, but are not limited to:

- Vehicle and regular maintenance
- Training
- Office space, furniture, Code & Standard reference books, and general & field supplies



- All IT and Communication tools (such as cell phone, computer, etc.)
- Uniform costs

All costs including salaries and benefits will be included in each quarterly invoice as outlined in the Cooperative Agreement.

The CITY may opt out of this Agreement and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.