

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



ITEM: 3.42  
(ID # 15252)

MEETING DATE:

Tuesday, June 29, 2021

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the 1st Amendment to the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Temecula for one (1) year extension, District 3. [\$16,956,560 - 100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached 1<sup>st</sup> Amendment to the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Temecula; and
2. Authorize the Chair of the Board to execute this 1<sup>st</sup> Amendment to the 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	\$ 16,956,560	\$ 16,959,560	\$ 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 Temecula subject to annual cost increase.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22	

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

**BACKGROUND:**

**Summary**

The City of Temecula requested a one-year extension to their current cooperative agreement which was approved by the Board of Supervisors on June 12, 2018, Item #3.23. Currently, the Riverside County Fire Department provides fire protection services and this cooperative agreement expires June 30, 2021. The term of this amendment is July 1, 2021 through June 30, 2022. The Riverside County Fire Department estimates to receive the \$16,956,560 for FY21/22. The City of Temecula receives the city's structural fire taxes as a pass through in the cooperative agreement as estimated in the amendment'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 Temecula approved the 1<sup>st</sup> Amendment to the Cooperative Agreement during the June 8, 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**

There are no changes in the level of services in the amendment; therefore, there will be no impact on businesses or citizens of the City of Temecula due to the amendment. However, the original 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 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**

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

This contract has no general fund impact. Fire estimates receiving \$16,956,560 for FY 21/22, in revenue. The City of Temecula receives the city's structural fire taxes as a pass through in the cooperative agreement as estimated in the amendment's Exhibit A. There were no changes in the amendment level of staffing since the previous signed Cooperative Agreement in FY 17/18.

**Contract History and Price Reasonableness**

The City of Temecula has been contracting for Riverside County Fire Service since 1990. The current contract with the City of Temecula was approved by the Board of Supervisors on June 12, 2018, Item #3.23. Since that time, the CalFire Cooperative rates decreased by 24.59% in FY20/21 and were realized by the City of Temecula in the previous contract. Contract revenue from the City of Temecula is subject to annual cost increase. There were no changes in the Agreement's level of County staffing since the previous signed Agreement dated June 12, 2018, Item #3.23.

  
Melissa Cushman

6/16/2021

  
Cheryl Williams

6/22/2021

  
Gregory P. Priamos, Director County Counsel

6/16/2021

**FIRST AMENDMENT TO "A COOPERATIVE AGREEMENT TO PROVIDE  
FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL  
EMERGENCY SERVICES FOR THE CITY OF TEMECULA"**

THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") to the "Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Temecula" entered into on May 8, 2018 (hereinafter referred to as the "Agreement"), is 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 Temecula, a duly created city (hereinafter referred to as "CITY"), whereby it is agreed as follows:

A. Recitals. This First Amendment is made with respect to the following purposed and facts which each of the parties agree to be true and correct:

a. On May 8, 2018, the COUNTY and the CITY entered into the Agreement with a term from July 1, 2018, to June 30, 2021.

b. The parties now wish to amend the Agreement to provide for: (1) an amendment to Exhibit A, (2) an amendment to Exhibit C, (3) a revised term, (4) an alteration to the written notice prior to expiration requirement, and (5) a provision relating to electronic signatures.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CITY agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Amended Exhibit A. Exhibit A to the Agreement is hereby amended with a new Exhibit A, dated July 1, 2021, for Fiscal Year 2021-22, attached hereto and incorporated herein as though set forth in full.

3. Amended Exhibit C. Exhibit C to the Agreement is hereby amended with a new Exhibit C, dated July 1, 2021, for Fiscal Year 2021-22, attached hereto and incorporated herein as though set forth in full.

4. Amended Paragraph A. Paragraph A from SECTION IV: INITIAL TERM AND AMENDMENT is hereby deleted in its entirety and replaced with the following: "The term of this Agreement shall be July 1, 2018 to June 30, 2022."

5. Amended Paragraph B. Paragraph B from SECTION IV: INITIAL TERM AND AMENDMENT is hereby deleted in its entirety and replaced with the following: "Six (6) months 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.”

6. Added Section XVII. A new Section XVII is hereby added to the Agreement as follows:

“SECTION XVII: ELECTRONIC SIGNATURES

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

8. Other Terms Remain. Except as specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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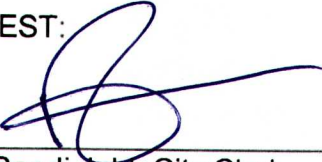
[Signature Provisions on following page]

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 TEMECULA

Dated: 0-9-2021

By:   
Maryann Edwards, City Mayor

ATTEST:  
By:   
Randi Juhl, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:   
Peter Thorson, City Attorney

COUNTY OF RIVERSIDE

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

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

ATTEST:

KECIA HARPER  
Clerk of the Board

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

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

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 TEMECULA

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

By: \_\_\_\_\_  
Maryann Edwards, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Randi Johl, City Clerk

By: \_\_\_\_\_  
Peter Thorson, City Attorney

(SEAL)

COUNTY OF RIVERSIDE

Dated: JUN 29 2021


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

ATTEST:

KECIA HARPER  
Clerk of the Board

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

By: 

By:   
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 TEMECULA  
DATED JULY 1, 2021 FOR FY2021/2022

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

FISCAL YEAR 2021/2022	\$7,701,776
TOTAL CITY BUDGET <b>ESTIMATE</b> FOR FY2021/2022	<u><u>\$7,701,776</u></u>

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

FISCAL YEAR 2021/2022	\$16,956,560
TOTAL CITY BUDGET <b>ESTIMATE</b> FOR FY2021/2022	<u><u>\$16,956,560</u></u>

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

CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS
450,542	2	396,564	2	347,662	2	1,594,688
450,542	2	198,282	1	226,431	1	1,622,837
675,813	3	594,846	3	521,493	3	2,392,032
450,542	2	396,564	2	347,662	2	1,594,688
450,542	2	198,282	1	226,431	1	1,622,837
450,542	2	198,282	1	226,431	1	1,622,837
225,271	1			173,831	1	825,493
225,271	1	198,282	1	347,662	2	1,424,037
3,379,067		2,181,104		1,358,585	2,781,296	2,999,395
TOTAL STAFF	15		11	6	16	15
F				263,060	each	263,060
				254,658	each	254,658
UPERVISOR (PCN 110077)				173,935	each	173,935
ECIALIST (PCN 00006966 & 00131494)				161,564	each	323,129
NSPECTOR (PCN 00006972, 00133413, 00131566)				141,812	each	425,437
SUBTOTAL						\$1,440,219
PORT SERVICES (Fire Cost Allocation Plan)						
Administrative/Operational (Schedule A)			16,082	per assigned Staff **		1,045,346
Volunteer Program (Schedule B)			5,504	Per Entity Allocation		5,504
Medic Program (Schedule C)	10,648	Medic FTE and	1,370	per Defib		231,824
ECC Support (Schedule E)	28.12	per Call and	18,529	per Station		340,808
Fleet Support (Schedule F)		65,330	per Fire Suppression Equip			326,652
Comm/IT Support (Schedule G)	41.21	per Call and	27,160	per Station		499,495
Hazmat Support (Schedule I)	1,096	per Call and	4,468	per Station		43,912
CES SUBTOTAL						\$2,493,542
S						142,102
E AGREEMENT			36,250	each engine		181,250
TOTAL STAFF COUNT						71
TOTAL ESTIMATED CITY BUDGET						\$16,956,560
* TEMECULA ESTIMATED FIRE TAX CREDIT						(\$9,254,784)
NET ESTIMATED CITY BUDGET						\$7,701,776
* STRUCTURAL FIRE TAXES			(956,601)			
ESTIMATED REDEVELOPMENT PASS THRU			(8,298,183)			
TOTAL TAX FUNDING			(\$9,254,784)			
4.5 Fire Stations				63.00	Assigned Staff	
9,156 Number of Calls				2.0	Batt. Chief/Capt. Medic Support	
21 Assigned Medic FTE			**	65.00	Total Assigned Staff	
6 Monitors/Defibs						
4.5 Hazmat Stations						
20 Number of Hazmat Calls						

**SUPPORT SERVICES (Fire Cost Allocation Plan)****Administrative & Operational Services**

Finance / Accounting	Public Affairs / Education
Training	Procurement
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

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 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 "C"**

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

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

Station 12

Engine E12, RCO No. 12-820	<u>\$ 36,250.00</u>
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Station 73

Engine E73, RCO No. 16-804	<u>\$ 36,250.00</u>
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Station 84

Engine E84, RCO No. 16-806	<u>\$ 36,250.00</u>
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Station 92

Engine E92, RCO No. 08-869	<u>\$ 36,250.00</u>
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Station 95

Engine E95, RCO No. 15-847	<u>\$ 36,250.00</u>
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**\$ 181,250.00**

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.