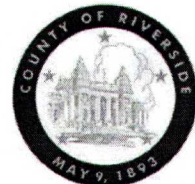


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.7
(ID # 15236)**

MEETING DATE:

Tuesday, October 05, 2021

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval and Ratification of the Cooperative Agreement to Provide Fire Protection, Rescue and Medical Emergency Services between the City of Coachella, the City of Indio, the City of La Quinta and the County of Riverside to share the cost of a Ladder Truck Company for three (3) years. District 4; [\$5,789,401]; 75% Contract Reimbursement, 14% Structural Fire Taxes, 11% General Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and ratify the attached Cooperative Agreement to Share the Cost of a Ladder Truck Company between the City of Coachella, the City of Indio, the City of La Quinta and County of Riverside; 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" of this Agreement, subject to approval-as-to-form by County Counsel.

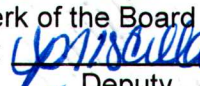
ACTION:


Bill Weiser, Fire Department Chief 9/27/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington 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: October 5, 2021
xc: Fire

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,837,415	\$ 1,928,286	\$ 5,789,401	N/A
NET COUNTY COST	\$ 202,116	\$ 212,111	\$ 636,834	N/A
SOURCE OF FUNDS: Contract Reimbursement 75%, Structural Fire Tax 14%, General Fund 11%			Budget Adjustment: No	
			For Fiscal Year: 21/22–23/24	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

The City of Indio, the City of La Quinta and the City of Coachella desire to continue the ladder truck company cost share agreement for Fire Protection, Rescue and Medical Emergency Services with the Riverside County Fire Department. There were no changes in the Agreement level of staffing since the previous signed Amendment in FY18/19. The term of this agreement is July 1, 2021 through June 30, 2024. The total estimated contract revenue will be received annually to cover 75 percent of the contract costs. The County portion of the contract is \$459,354 for FY 21/22, \$482,072 for FY 22/23 and \$505,925 for FY 23/24. The City of Coachella, the City of Indio and the City of la Quinta combined share is \$1,378,061 for FY 21/22, \$1,446,215 for FY 22/23 and \$1,517,775 for FY 23/24. 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 4th Quarter Invoice sent out in August following the fiscal year close.

The City of Coachella approved the Cooperative Agreement on the May 26, 2021, the City of Indio approved the Cooperative Agreement on May 6, 2021 and the City of La Quinta approved the Cost Share Agreement on June 1, 2021.

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

Impact on Residents and Businesses

There are no changes to the staffing level in the Agreement; therefore, there will be no impact on businesses or citizens of the City of Indio, the City of La Quinta and the City of Coachella due to the renewal of this agreement. However, the language in the Agreement does state that the Cities may request an increase or decrease of employees or services assigned to the Cities 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 new general fund impact. Fire estimates receiving FY 21/22 \$1,378,061, FY 22/23 \$1,446,215 and FY 23/24 \$1,517,775. The estimated contract increase from FY20/21 to FY21/22 Cost Estimate is 1.06%. The increase is due to various rate increases from the State Cooperative Agreement and the County cost increases. Contract revenue from the City of Coachella, the City of Indio and the City of La Quinta is subject to annual cost increase. There were no changes in the Agreement's level of staffing since the previous signed Agreement in FY17/18.

Contract History and Price Reasonableness

The City of Coachella has been contracting for Riverside County Fire Services since 1990. The City of Indio has been contracting for Riverside County Fire Service since 1997. The City of La Quinta has been contracting for Riverside County Fire Services since 1985. The latter cost share agreement began in January 18, 2006. The previous cost share agreement was approved on July 17, 2018, Item #3.25. Since that time, the CalFire Cooperative rates decreased by 24.59% in FY20/21 and were realized by all parties in the previous contract. The estimated contract increase from FY20/21 to FY21/22 Cost Estimate is 1.06%. This increase is due to various rate increases from the State Cooperative Agreement. Contract revenue from the City of Coachella, the City of Indio and the City of La Quinta is subject to annual cost increase. There were no changes in the Agreement's level of staffing since the previous signed Agreement dated July 17, 2018, Item #3.25.



Melissa Cushman

9/27/2021



Gregory H. Priarios, Director County Counsel

9/27/2021

A COOPERATIVE AGREEMENT BETWEEN THE CITY OF INDIO, THE CITY OF LA QUINTA, THE CITY OF COACHELLA, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A LADDER TRUCK COMPANY

THIS AGREEMENT, was made and entered into this 5TH day of October, 2021, by and between the County of Riverside, on behalf of the Fire Department, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and the City of Indio, City of La Quinta, and the City of Coachella, each a duly created city (hereinafter each a "CITY" and collectively the "CITIES"). COUNTY and CITIES are hereinafter collectively referred to as the "Parties".

SECTION I: PURPOSE

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

B. The CITIES and COUNTY desire to enter into a cost sharing agreement for a ladder truck which will be of mutual benefit for all involved agencies.

C. The CITIES and COUNTY believe the ladder truck staffing cost should be equitably distributed to the participating agencies.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The ladder truck shall be dispatched, when available, to all residential and commercial structure fires within the jurisdictions of the CITIES and COUNTY. The ladder truck shall also be utilized for staffing and expertise in other emergencies relating to entrapment and medical emergencies. The truck shall be located in a position to provide a response time of fifteen minutes, or less, to the CITIES.

SECTION III: COST SHARE

The Parties agree the cost of the ladder truck shall be billed to CITIES by the COUNTY with the normal quarterly billing pursuant to the CITIES respective cooperative agreements, and the cost will be shown as a line item on that bill. The CITIES will receive an estimated cost of the ladder truck staffing based on the top step salaries of the personnel assigned to the ladder truck, at the first of the fiscal year. The cost pool of the ladder truck shall consist of the salaries of 2.3 Fire Captains, 2.3 Fire Apparatus Engineers, 3 Firefighter II Paramedics and 1.4 Firefighters II. A maintenance budget of

\$20,000 will also be included in the cost pool. The cost shall be allocated as follows: the City of Indio contributing fifty percent (50%), the County of Riverside contributing twenty-five percent (25%), and the cities of La Quinta and Coachella each contributing twelve and one half percent (12.5%) of the actual cost of the staffing and maintenance of the ladder truck.

SECTION IV: TERM

The term of this Agreement shall be from July 1, 2021 to June 30, 2024. Any party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party's hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of the California Department of Forestry and Fire Protection (hereinafter "CAL FIRE") or CITIES, COUNTY agrees to continue to provide Fire Services to CITIES until such time as CITIES has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2023.

SECTION V: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITIES, their agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**City 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, "**County Liabilities**"). Notwithstanding the foregoing, the only County Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the City Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of a City 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, but subject to the limits in this paragraph, each 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, "**County 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 the respective CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of the respective CITY, its officers, employees, subcontractors, agents, or representatives (collectively, "**City Liabilities**"). No CITY shall be required to indemnify, protect, defend and hold harmless County Indemnitees for the acts or omissions of another CITY giving rise to City Liabilities in that other City pursuant to this Agreement. Furthermore, and notwithstanding the first sentence of this paragraph, the City Liabilities with respect to which each CITY's obligation to indemnify, including the cost to defend, the County Indemnitees does not apply with respect to City Liabilities resulting from the negligence or willful misconduct of a County 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 VI: OWNERSHIP, MAINTENANCE, REPAIRS

The City of Indio owns the ladder truck and maintains the insurance on said ladder truck. The ladder truck maintenance and/or repair costs shall be paid through the cost allocation plan or as a direct invoice allocated to each Party, with the City of Indio contributing fifty percent (50%), the County of Riverside contributing twenty-five percent (25%), and the cities of La Quinta and Coachella each contributing twelve and one half percent (12.5%) of the actual cost of the maintenance and/or repair of the ladder truck.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

CITY OF COACHELLA
City Manager
1515 6th Street
Coachella, CA 92236

CITY OF INDIO
City Manager
100 Civic Center Mall
Indio, CA 92201

CITY OF LA QUINTA
City Manager
78-495 Calle Tampico
La Quinta, CA 92247

COUNTY OF RIVERSIDE
County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

Any notice required to be given hereunder to either party shall be given by personal delivery or be deposited in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII: GENERAL PROVISIONS

A. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both Parties.

B. DISPUTES

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

C. WAIVER

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. The CITIES respective City Manager shall administer this Agreement on behalf of its own CITIES.

F. ATTORNEY'S FEES

If CITIES fail 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 CITIES 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.

G. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

[SIGNATURE PROVISIONS ON NEXT 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 COACHELLA

Dated: _____

By: 
Steven Hernandez, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Andrea Carranza, Deputy City Clerk

By: 
Carlos Campos, City Attorney

(SEAL)

CITY OF INDIO

Dated: _____

By: _____
Elaine Holmes, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Cynthia Hernandez, City Clerk

By: _____
Roxanne Diaz, City Attorney

(SEAL)

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT 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 COACHELLA

Dated: _____

By: _____
Steven Hernandez, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Angela M. Zepeda, City Clerk

By: _____
Carlos Campos, City Attorney

(SEAL)

CITY OF INDIO

Dated: May 5, 2021

By: Elaine Holmes
Elaine Holmes, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
Cynthia Hernandez, City Clerk

By: [Signature]
Roxanne Diaz, City Attorney



(SEAL)

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]



1911

[Faint handwritten notes and signatures]

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CITY OF LA QUINTA

Dated: 6/2/2021

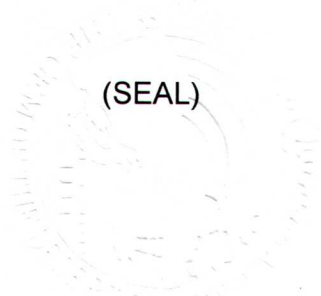
By: [Signature]
Jon McMillen, City Manager

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
Monika Radeva, City Clerk

By: [Signature]
William H. Ihrke, City Attorney



(SEAL)

COUNTY OF RIVERSIDE

Dated: OCT 05 2021

By: [Signature]
Chair, Board of Supervisors
KAREN SPIEGEL

ATTEST:

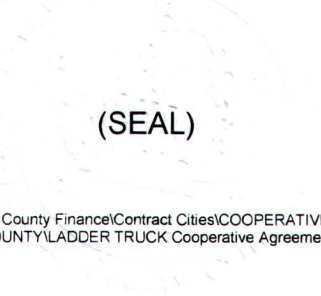
APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

KECIA HARPER,
Clerk of the Board

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 9/20/2021
MELISSA R. CUSHMAN DATE

By: [Signature]
Deputy

By: _____
GREGORY P. PRIAMOS,
County Counsel



(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION
RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE DESERT TRUCK
SHARED WITH THE CITIES OF COACHELLA, INDIO AND LA QUINTA
DATED JULY 1, 2021 FOR FY2021/2022 THRU FY2025/2026

CITY BUDGETED COST ESTIMATE

FISCAL YEAR 2021/2022	\$1,837,415
FISCAL YEAR 2022/2023	\$1,928,286
FISCAL YEAR 2023/2024	\$2,023,700
TOTAL CITY BUDGET ESTIMATE FOR FY2021/2022 THRU FY2025/2026	<u>\$5,789,401</u>

EXHIBIT "A"

**TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION
RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE DESERT TRUCK
SHARED WITH THE CITIES OF COACHELLA, INDIO AND LA QUINTA
DATED JULY 1, 2021 FOR FY2021/2022**

****See notation below for estimate assumptions***

	<u>CAPTAINS</u>		<u>CAPTAIN MEDICS</u>		<u>ENGINEERS</u>		<u>ENGINEER MEDICS</u>		<u>FF II</u>		<u>FFII MEDICS</u>		<u>TOTALS</u>
TRUCK 86	518,124	2.3			456,049	2.3			243,363	1.4	599,879	3	1,817,415
TRUCK MAINTENANCE													20,000
ESTIMATED BUDGET													<u><u>\$1,837,415</u></u>

Total cost split 12.5% Coachella, 12.5 % LaQuinta, Indio 50%, and County 25%.

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

316,514 DEPUTY CHIEF
 312,336 DIV CHIEF
 263,060 BAT CHIEF
 225,271 CAPT
 254,658 CAPT MEDIC
 198,282 ENG
 226,431 ENG/MEDIC
 173,831 FF II
 199,960 FF II/MEDIC

****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.

EXHIBIT "A"

**TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION
RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE DESERT TRUCK
SHARED WITH THE CITIES OF COACHELLA, INDIO AND LA QUINTA
DATED JULY 1, 2021 FOR FY2022/2023**

****See notation below for estimate assumptions***

	<u>CAPTAINS</u>		<u>CAPTAIN MEDICS</u>		<u>ENGINEERS</u>		<u>ENGINEER MEDICS</u>		<u>FF II</u>		<u>FFII MEDICS</u>		<u>TOTALS</u>
TRUCK 86	544,030	2.3			478,851	2.3			255,532	1.4	629,873	3	1,908,286
TRUCK MAINTENANCE													20,000
ESTIMATED BUDGET													<u>\$1,928,286</u>

Total cost split 12.5% Coachella, 12.5 % LaQuinta, Indio 50%, and County 25%.

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

332,340 DEPUTY CHIEF
 327,953 DIV CHIEF
 276,213 BAT CHIEF
 236,535 CAPT
 267,391 CAPT MEDIC
 208,196 ENG
 237,752 ENG/MEDIC
 182,523 FF II
 209,958 FF II/MEDIC

****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.

EXHIBIT "A"

**TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION
RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE DESERT TRUCK
SHARED WITH THE CITIES OF COACHELLA, INDIO AND LA QUINTA
DATED JULY 1, 2021 FOR FY2023/2024**

****See notation below for estimate assumptions***

	<u>CAPTAINS</u>		<u>CAPTAIN MEDICS</u>		<u>ENGINEERS</u>		<u>ENGINEER MEDICS</u>		<u>FF II</u>		<u>FFII MEDICS</u>		<u>TOTALS</u>
TRUCK 86	571,231	2.3			502,794	2.3			268,308	1.4	661,367	3	2,003,700
TRUCK MAINTENANCE													20,000
ESTIMATED BUDGET													<u>\$2,023,700</u>

Total cost split 12.5% Coachella, 12.5 % LaQuinta, Indio 50%, and County 25%.

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

- 348,957 DEPUTY CHIEF
- 344,350 DIV CHIEF
- 290,023 BAT CHIEF
- 248,361 CAPT
- 280,761 CAPT MEDIC
- 218,606 ENG
- 249,640 ENG/MEDIC
- 191,649 FF II
- 220,456 FF II/MEDIC

****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.