

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



ITEM: 3.17

(ID # 19128)

MEETING DATE:

Tuesday, July 26, 2022

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval and Ratification of the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Temecula for three (3) years. District 3 [\$59,125,151 Contract Revenue; \$1,126,285 General Fund portion]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Temecula; and
2. Authorize the Chairman of the Board to execute 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, as approved-as-to-form by County Counsel.

ACTION:

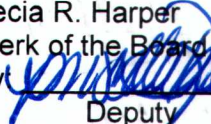
  
Bill Weiser, Fire Department Chief 6/28/2022

---

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: July 26, 2022  
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	\$ 19,142,714	\$ 59,125,151	\$ N/A
<b>NET COUNTY COST</b>	\$ N/A	\$ 553,923	\$ 1,126,285	\$ 1,126,285
<b>SOURCE OF FUNDS:</b> Contract revenue from the City of Temecula subject to annual cost increase. 100% General Fund for cost share			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23–24/25	

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

**BACKGROUND:**

**Summary**

The City of Temecula desires to continue contracting for Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services with the Riverside County Fire Department, and as such, the City of Temecula and Riverside County have reached an agreement as to the level of service to be provided to the City. The level of service provided in the Cooperative Agreement has not changed from the previous amendment, approved by the Board of Supervisors on June 29, 2021, Item #3.42.

The Cooperative Agreement has a cost share component for Fire Station 95 Roripaugh, between the County and the City of Temecula. The construction of Fire Station 95 was shared between the County and the City, via an agreement approved by the Board of Supervisors on January 28, 2003, Item #3.18. Currently, Fire Station 95 provides services for the City of Temecula and the unincorporated County area. In FY 22/23 and FY 23/24, the County and City of Temecula will begin sharing the costs of eight (8) personnel assigned to Fire Station 95. The cost share will be reevaluated by both parties at the end of this agreement period and prior to any renewal. The term of this amendment is July 1, 2022, through June 30, 2025. The Riverside County Fire Department estimates to receive the \$19,142,714 for FY22/23; \$19,782,454 for FY23/24 and \$20,199,983 for FY24/25. 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 is expected to approve the cooperative agreement during the June 28, 2022 city council meeting, 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 will be no impact on businesses or citizens of the City of Temecula due to the renewal of this agreement. However, the original language in the agreement does state that the City may



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

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**

Fire estimates receiving \$19,142,714 for FY22/23; \$19,782,454 for FY23/24 and \$20,199,983 for FY24/25, in revenue. Fire Station 95 provides services for the City of Temecula and the unincorporated County area. In FY 22/23 and FY 23/24, the County and City of Temecula will begin sharing the costs of eight (8) personnel assigned to Fire Station 95. The estimated cost is \$553,923 for FY 22/23 and an additional \$572,362 for FY 23/24: with a total of \$1,126,285. The cost share will be reevaluated by both parties at the end of this agreement period and prior to any renewal. The cost share component of the agreement is included in the Fire Department's FY 22/23 proposed budget.

**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 with the 1<sup>st</sup> Amendment extension approved by the Board of Supervisors on June 29, 2021, Item #3.42.

 Melissa R. Cushman	 Kelly Moran, Deputy County Counsel	6/28/2022
---	--	-----------

 Rebecca S. Cortez, Principal Management Analyst	7/12/2022
--	-----------

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

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of July, 2022, 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:

**SECTION I: PURPOSE**

A. 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 called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code section § 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.

B. This Agreement is also to outline the cost sharing of the fire engine personnel assigned to Fire Station 95 Roripaugh between the CITY and COUNTY. The CITY and COUNTY agree that the Roripaugh fire engine currently provides services to the City of Temecula as well as to the unincorporated territory of the County. The Agreement includes the following as set forth in the Exhibit "A":

- 1) The COUNTY will pay for one (1) Fire Captain, one (1) Engineer, one (1) Firefighter II, one (1) Medic Firefighter II and one-half (1/2) Fleet Support costs in the fiscal years set forth in the Exhibit "A."
- 2) The CITY will own and maintain the Fire Station.
- 3) The cost share will be re-evaluated by both the CITY and the COUNTY at the end of the Agreement period prior to any extension or renewal.

**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

JUL 26 2022 3.17

*Cooperative Fire Agreement  
City of Temecula  
July 1, 2022 to June 30, 2025*

1 of 9

**WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.



those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee, and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A."

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

### SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate 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 Exhibits "A" and "C" 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 Exhibit "A" or "C" on behalf of CITY.

F. \_\_\_\_\_ [ ] (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. \_\_\_\_\_ [ ] (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. \_\_\_\_\_ [ ] (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 sections 13145 and 13146 and at a cost to the developer 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, 2022, to June 30, 2025.
- 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 section 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 Temecula 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 by CAL FIRE any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission related to the Services performed under this Agreement of COUNTY, CAL FIRE, their officers, employees, subcontractors, agents, or representatives or willful misconduct of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission or willful misconduct 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. (Gov. Code, § 8546.7, Pub. Contract Code, § 10115 et seq., CCR Title 2, § 1896).

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: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees 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 TEMECULA  
City Manager  
City of Temecula  
41000 Main Street  
Temecula, CA 92590

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 TEMECULA

Dated: July 5, 2022

By:   
Matt Rahn, City Mayor

ATTEST:

By:   
Randi Johl, City Clerk

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:  
OFFICE OF COUNTY COUNSEL,  
COUNTY OF RIVERSIDE

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

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



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

COUNTY OF RIVERSIDE

Dated: JUL 26 2022  
\_\_\_\_\_

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

ATTEST:  
KECIA HARPER  
Clerk of the Board

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL,  
COUNTY OF RIVERSIDE

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

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



EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE  
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND  
MEDICAL EMERGENCY FOR THE CITY OF TEMECULA  
DATED MARCH 1, 2022 FOR FY2022/2023 THROUGH FY2024/2025

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

FISCAL YEAR 2022/2023	\$8,965,201
FISCAL YEAR 2023/2024	\$9,355,333
FISCAL YEAR 2024/2025	\$10,289,755
TOTAL CITY BUDGET <b>ESTIMATE</b> FOR FY2022/2023 THRU FY2024/2025	<u>\$28,610,289</u>

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

FISCAL YEAR 2022/2023	\$18,875,430
FISCAL YEAR 2023/2024	\$19,265,562
FISCAL YEAR 2024/2025	\$20,199,983
TOTAL CITY BUDGET <b>ESTIMATE</b> FOR FY2022/2023 THRU FY2024/2025	<u>\$58,340,974</u>



EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE  
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND  
MEDICAL EMERGENCY FOR THE CITY OF TEMECULA

DATED MARCH 1, 2022 FOR FY2022/2023

County fund one (1) Captain and one (1) FFII Medic

\*See notation below for estimate assumptions

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
<b>STA #12</b>								
Medic Engine	537,000	2	470,923	2	413,710	2	1,895,698	8
<b>STA #73</b>								
Medic Engine	537,000	2	235,462	1	268,708	1	1,928,945	8
(Truck Co.)	805,500	3	706,385	3	620,565	3	2,843,547	12
<b>STA #84</b>								
Medic Engine	537,000	2	470,923	2	413,710	2	1,895,698	8
<b>STA #92</b>								
Medic Engine	537,000	2	235,462	1	268,708	1	1,928,945	8
<b>STA #95</b>								
Medic Engine	0	0	235,462	1	268,708	1	1,154,913	5
County Staffing	0*	1			0*	0*	0	2
Fixed Relief	268,500	1		268,708	1	237,032	981,096	4
Vac. Relief - Engine	268,500	1	235,462	1	537,417	2	1,692,121	7
<b>SUBTOTALS</b>	<b>3,490,500</b>		<b>2,590,078</b>	<b>1,612,251</b>	<b>3,309,682</b>	<b>3,318,452</b>	<b>\$14,320,963</b>	
<b>SUBTOTAL STAFF</b>	<b>14</b>		<b>11</b>	<b>6</b>	<b>16</b>	<b>15</b>		<b>62</b>
<b>BATTALION CHIEF</b>				316,465	each		316,465	1
<b>CAPTAIN MEDIC</b>				304,832	each		304,832	1
<b>FIRE SAFETY SUPERVISOR (PCN 110077)</b>				179,153	each		179,153	1
<b>FIRE SAFETY SPECIALIST (PCN 00006966 &amp; 00131494)</b>				167,029	each		334,058	2
<b>FIRE SYSTEMS INSPECTOR (PCN 00006972, 00133413, 00131566)</b>				146,067	each		438,200	3
<b>SUBTOTAL</b>							<b>\$1,572,709</b>	<b>70</b>
<b>SUPPORT SERVICES (Fire Cost Allocation Plan)</b>								
Administrative/Operational (Schedule A)				18,139	per assigned Staff **		1,124,618	62
Volunteer Program (Schedule B)				9,540	Per Entity Allocation		9,540	1
Medic Program (Schedule C)		12,113	Medic FTE and		2,701	per Defib	258,466	20
ECC Support (Schedule E)		35.25	per Call and		21,621	per Station	401,925	
Fleet Support (Schedule F)				66,511	per Fire Suppression Equip		332,555	5.0
Comm/IT Support (Schedule G)		41.95	per Call and		25,735	per Station	478,339	
Hazmat Support (Schedule I)		1,331	per Call and		5,286	per Station	52,387	
<b>SUPPORT SERVICES SUBTOTAL</b>							<b>\$2,657,831</b>	
<b>DIRECT CHARGES</b>							<b>142,677</b>	
<b>FIRE ENGINE USE AGREEMENT</b>				36,250	each engine		<b>181,250</b>	<b>5</b>
<b>TOTAL STAFF COUNT</b>								<b>70</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>							<b>\$18,875,430</b>	
<b>* TEMECULA ESTIMATED FIRE TAX CREDIT</b>							<b>(\$9,910,228)</b>	
<b>NET ESTIMATED CITY BUDGET</b>							<b>\$8,965,201</b>	
<b>* STRUCTURAL FIRE TAXES</b>				(8,886,861)				
<b>ESTIMATED REDEVELOPMENT PASS THRU</b>				(1,023,367)				
<b>TOTAL TAX FUNDING</b>				<b>(\$9,910,228)</b>				
4.5 Fire Stations					62.00	Assigned Staff		
8,642 Number of Calls					2.0	Batt. Chief/Capt. Medic Support		
20 Assigned Medic FTE					(2.0)	County Funded		
6 Monitors/Defibs					**	62.00	Total Assigned Staff	
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 22/23 POSITION SALARIES TOP STEP (per assumptions below)**

392,554	DEPUTY CHIEF	36,250	FIRE ENGINE
387,615	DIV CHIEF	18,139	SRVDEL
316,465	BAT CHIEF	9,540	VOL DEL
268,500	CAPT	12,113	MEDIC FTE
304,832	CAPT MEDIC	2,701	MEDIC MONITORS/DEFIBS REPLACEMENT
235,462	ENG	95,196	BATT DEL
268,708	ENG/MEDIC	21,621	ECC STATION
206,855	FF II	35.25	ECC CALLS
237,032	FF II/MEDIC	66,511	FLEET SUPPORT
122,196	FIRE PREVENTION TECHNICIAN	25,735	COMM/IT STATION
179,153	FIRE SAFETY SUPERVISOR	41.95	COMM/IT CALLS
167,029	FIRE SAFETY SPECIALIST	1,446	FACILITY STATION
146,067	FIRE SYSTEMS INSPECTOR	400.20	FACILITY FTE
85,642	OFFICE ASSISTANT III	5,286	HAZMAT STATION
97,438	SECRETARY I	1,330.66	HAZMAT CALLS
190,711	COUNTY DEPUTY FIRE MARSHAL	1,987	HAZMAT VEHICLE REPLACEMENT

**\*Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2022-2023 Dated January 31, 2022
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2022-23 dated February 2022 Preliminary
- Projected increase to Safety & Non-Safety Staff and Support Services from FY22/23 Cost Allocation Estimate.

**FY 22/23 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 TEMECULA DATED MARCH 1, 2022 FOR FY2023/2024

County fund one (1) Captain, one (1) Engineer, one (1) FFII, one (1) FFII Medic, and Fleet Support

*\*See notation below for estimate assumptions*

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS
<b>STA #12</b>													
Medic Engine	563,850	2			494,469	2			434,396	2	497,768	2	1,990,483 8
<b>STA #73</b>													
Medic Engine	563,850	2			247,235	1	282,144	1	434,396	2	497,768	2	2,025,392 8
(Truck Co.)	845,775	3			741,704	3			651,594	3	746,652	3	2,985,725 12
<b>STA #84</b>													
Medic Engine	563,850	2			494,469	2			434,396	2	497,768	2	1,990,483 8
<b>STA #92</b>													
Medic Engine	563,850	2			247,235	1	282,144	1	434,396	2	497,768	2	2,025,392 8
<b>STA #95</b>													
Medic Engine	0	0			0	0	282,144	1	217,198	1	248,884	1	748,226 3
County Staffing	0*	1			0*	1			0*	1	0*	1	0 4
Fixed Relief	281,925	1					282,144	1	217,198	1	248,884	1	1,030,151 4
Vac. Relief - Engine	281,925	1			247,235	1	564,288	2	434,396	2	248,884	1	1,776,727 7
<b>SUBTOTALS</b>	<b>3,665,025</b>				<b>2,472,347</b>		<b>1,692,863</b>		<b>3,257,968</b>		<b>3,484,375</b>		<b>\$14,572,578</b>
<b>SUBTOTAL STAFF</b>	<b>14</b>				<b>11</b>		<b>6</b>		<b>16</b>		<b>15</b>		<b>62</b>
<b>BATTALION CHIEF</b>							332,288	each					332,288 1
<b>CAPTAIN MEDIC</b>							320,074	each					320,074 1
<b>FIRE SAFETY SUPERVISOR (PCN 110077)</b>							188,111	each					188,111 1
<b>FIRE SAFETY SPECIALIST (PCN 00006966 &amp; 00131494)</b>							175,381	each					350,761 2
<b>FIRE SYSTEMS INSPECTOR (PCN 00006972, 00133413, 00131566)</b>							153,370	each					460,110 3
<b>SUBTOTAL</b>													<b>\$1,651,344 70</b>
<b>SUPPORT SERVICES (Fire Cost Allocation Plan)</b>													
Administrative/Operational (Schedule A)							19,046	per assigned Staff **					1,142,757 60
Volunteer Program (Schedule B)							10,017	Per Entity Allocation					10,017 1
Medic Program (Schedule C)					12,719	Medic FTE and		2,836	per Defib				271,389 20
ECC Support (Schedule E)					37.01	per Call and		22,702	per Station				422,021
Fleet Support (Schedule F)							69,837	per Fire Suppression Equip					314,264 4.5
Comm/IT Support (Schedule G)					44.05	per Call and		27,022	per Station				502,256
Hazmat Support (Schedule I)					1,397	per Call and		5,550	per Station				55,007
<b>SUPPORT SERVICES SUBTOTAL</b>													<b>\$2,717,712</b>
<b>DIRECT CHARGES</b>													<b>142,677</b>
<b>FIRE ENGINE USE AGREEMENT</b>							36,250	each engine					<b>181,250 5</b>
<b>TOTAL STAFF COUNT</b>													<b>70</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>													<b>\$19,265,562</b>
<b>* TEMECULA ESTIMATED FIRE TAX CREDIT</b>													<b>(\$9,910,228)</b>
<b>NET ESTIMATED CITY BUDGET</b>													<b>\$9,355,333</b>
<b>* STRUCTURAL FIRE TAXES</b>							(8,886,861)						
<b>ESTIMATED REDEVELOPMENT PASS THRU</b>							(1,023,367)						
<b>TOTAL TAX FUNDING</b>							<b>(\$9,910,228)</b>						
4.5 Fire Stations									62.00	Assigned Staff			
8,642 Number of Calls									2.0	Batt. Chief/Capt. Medic Support			
20 Assigned Medic FTE									(4.0)	County Funded			
6 Monitors/Defibs									**	60.00	Total Assigned Staff		
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 23/24 POSITION SALARIES TOP STEP (per assumptions below)**

412,182	DEPUTY CHIEF	36,250	FIRE ENGINE
406,996	DIV CHIEF	19,046	SRVDEL
332,288	BAT CHIEF	10,017	VOL DEL
281,925	CAPT	12,719	MEDIC FTE
320,074	CAPT MEDIC	2,836	MEDIC MONITORS/DEFIBS REPLACEMENT
247,235	ENG	99,956	BATT DEL
282,144	ENG/MEDIC	22,702	ECC STATION
217,198	FF II	37.01	ECC CALLS
248,884	FF II/MEDIC	69,837	FLEET SUPPORT
128,305	FIRE PREVENTION TECHNICIAN	27,022	COMM/IT STATION
188,111	FIRE SAFETY SUPERVISOR	44.05	COMM/IT CALLS
175,381	FIRE SAFETY SPECIALIST	1,954	FACILITY STATION
153,370	FIRE SYSTEMS INSPECTOR	540.57	FACILITY FTE
89,924	OFFICE ASSISTANT III	5,550	HAZMAT STATION
102,310	SECRETARY I	1,397.19	HAZMAT CALLS
200,247	COUNTY DEPUTY FIRE MARSHAL	2,087	HAZMAT VEHICLE REPLACEMENT

**\*Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2022-2023 Dated January 31, 2022 with an estimated increase of 5% applied to the salaries.
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2022-23 dated February 2022 Preliminary
- Estimated Support Services based FY 21/22 Estimated Cost Allocation Plan with an estimated increase of 5%

**FY 23/24 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 TEMECULA  
DATED MARCH 1, 2022 FOR FY2024/ 2025**

*\*See notation below for estimate assumptions*

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
<b>STA #12</b>														
Medic Engine	592,043	2			519,193	2			456,116	2	522,656	2	2,090,007	8
<b>STA #73</b>														
Medic Engine	592,043	2			259,596	1	296,251	1	456,116	2	522,656	2	2,126,662	8
(Truck Co.)	888,064	3			778,789	3			684,173	3	783,984	3	3,135,011	12
<b>STA #84</b>														
Medic Engine	592,043	2			519,193	2			456,116	2	522,656	2	2,090,007	8
<b>STA #92</b>														
Medic Engine	592,043	2			259,596	1	296,251	1	456,116	2	522,656	2	2,126,662	8
<b>STA #95</b>														
Medic Engine	0	0			0	0	296,251	1	228,058	1	261,328	1	785,637	3
County Staffing	0*	1			0*	1			0*	1	0*	1	0	4
Fixed Relief	296,021	1					296,251	1	228,058	1	261,328	1	1,081,658	4
Vac. Relief - Engine	296,021	1			259,596	1	592,502	2	456,116	2	261,328	1	1,865,563	7
<b>SUBTOTALS</b>	<b>3,848,277</b>				<b>2,595,964</b>		<b>1,777,506</b>		<b>3,420,866</b>		<b>3,658,594</b>		<b>\$15,301,207</b>	
<b>SUBTOTAL STAFF</b>	<b>14</b>				<b>11</b>		<b>6</b>		<b>16</b>		<b>15</b>		<b>62</b>	
<b>BATTALION CHIEF</b>							348,902	each					348,902	1
<b>CAPTAIN MEDIC</b>							336,078	each					336,078	1
<b>FIRE SAFETY SUPERVISOR (PCN 110077)</b>							197,516	each					197,516	1
<b>FIRE SAFETY SPECIALIST (PCN 00006966 &amp; 00131494)</b>							184,150	each					368,299	2
<b>FIRE SYSTEMS INSPECTOR (PCN 00006972, 00133413, 00131566)</b>							161,039	each					483,116	3
<b>SUBTOTAL</b>													<b>\$1,733,912</b>	<b>70</b>
<b>SUPPORT SERVICES (Fire Cost Allocation Plan)</b>														
Administrative/Operational (Schedule A)							19,998	per assigned Staff **					1,199,895	60
Volunteer Program (Schedule B)							10,518	Per Entity Allocation					10,518	1
Medic Program (Schedule C)					13,355	Medic FTE and		2,978	per Defib				284,959	20
ECC Support (Schedule E)					37.75	per Call and		23,156	per Station				430,462	
Fleet Support (Schedule F)							73,328	per Fire Suppression Equip					329,978	4.5
Comm/IT Support (Schedule G)					46.25	per Call and		28,373	per Station				527,369	
Hazmat Support (Schedule I)					1,467	per Call and		5,828	per Station				57,757	
<b>SUPPORT SERVICES SUBTOTAL</b>													<b>\$2,840,937</b>	
<b>DIRECT CHARGES</b>													<b>142,677</b>	
<b>FIRE ENGINE USE AGREEMENT</b>							36,250	each engine					<b>181,250</b>	<b>5</b>
<b>TOTAL STAFF COUNT</b>														<b>70</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>													<b>\$20,199,983</b>	
<b>* TEMECULA ESTIMATED FIRE TAX CREDIT</b>													<b>(\$9,910,228)</b>	
<b>NET ESTIMATED CITY BUDGET</b>													<b>\$10,289,755</b>	
<b>* STRUCTURAL FIRE TAXES</b>							(8,886,861)							
<b>ESTIMATED REDEVELOPMENT PASS THRU</b>							(1,023,367)							
<b>TOTAL TAX FUNDING</b>							<b>(\$9,910,228)</b>							
4.5 Fire Stations									62.00	Assigned Staff				
8,642 Number of Calls									2.0	Batt. Chief/Capt. Medic Support				
20 Assigned Medic FTE									(4.0)	County Funded				
6 Monitors/Defibs									**	60.00	Total Assigned Staff			
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 23/24 POSITION SALARIES TOP STEP (per assumptions below)**

432,791	DEPUTY CHIEF	36,250	FIRE ENGINE
427,345	DIV CHIEF	19,998	SRVDEL
348,902	BAT CHIEF	10,518	VOL DEL
296,021	CAPT	13,355	MEDIC FTE
336,078	CAPT MEDIC	2,978	MEDIC MONITORS/DEFIBS REPLACEMENT
259,596	ENG	104,954	BATT DEL
296,251	ENG/MEDIC	23,156	ECC STATION
228,058	FF II	37.75	ECC CALLS
261,328	FF II/MEDIC	73,328	FLEET SUPPORT
134,721	FIRE PREVENTION TECHNICIAN	28,373	COMM/IT STATION
197,516	FIRE SAFETY SUPERVISOR	46.25	COMM/IT CALLS
184,150	FIRE SAFETY SPECIALIST	2,052	FACILITY STATION
161,039	FIRE SYSTEMS INSPECTOR	567.60	FACILITY FTE
94,420	OFFICE ASSISTANT III	5,828	HAZMAT STATION
107,426	SECRETARY I	1,467.05	HAZMAT CALLS
210,259	COUNTY DEPUTY FIRE MARSHAL	2,191	HAZMAT VEHICLE REPLACEMENT

**\*Cost Assumptions:**

- All Salaries based on the Salary, Pay Differentials, and Operating Expenses estimated for FY 2023-2024 with an estimated increase of 5% applied.
- Estimated Support Services based FY 23/24 Estimated Cost Allocation Plan with an estimated increase of 5%

**FY 23/24 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 "B"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL AID FOR THE CITY OF TEMECULA  
DATED JULY 1, 2022**

**PAYMENT FOR SERVICES  
ADDITIONAL TERMS**

COUNTY shall make a claim to CITY for the actual 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 30, claim in July/August.

The claims shall be for actual costs 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. The allowed credit shall not exceed the cost of contracted services.

**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, 2022**

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

Station 12

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

Station 73

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

Station 84

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

Station 92

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

Station 95

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

**\$ 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.

## **EXHIBIT "D"**

### **TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF TEMECULA DATED JULY 1, 2022**

#### **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.

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

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of July, 2022, 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:

**SECTION I: PURPOSE**

A. 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 called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code section § 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.

B. This Agreement is also to outline the cost sharing of the fire engine personnel assigned to Fire Station 95 Roripaugh between the CITY and COUNTY. The CITY and COUNTY agree that the Roripaugh fire engine currently provides services to the City of Temecula as well as to the unincorporated territory of the County. The Agreement includes the following as set forth in the Exhibit "A":

- 1) The COUNTY will pay for one (1) Fire Captain, one (1) Engineer, one (1) Firefighter II, one (1) Medic Firefighter II and one-half (1/2) Fleet Support costs in the fiscal years set forth in the Exhibit "A."
- 2) The CITY will own and maintain the Fire Station.
- 3) The cost share will be re-evaluated by both the CITY and the COUNTY at the end of the Agreement period prior to any extension or renewal.

**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 ("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 Exhibits "A" and "C" 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 Exhibit "A" or "C" on behalf of CITY.

F. \_\_\_\_\_ [ ] (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. \_\_\_\_\_ [ ] (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. \_\_\_\_\_ [ ] (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 sections 13145 and 13146 and at a cost to the developer 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, 2022, to June 30, 2025.
- 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 section 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 Temecula 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 Indemnatee, 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. (Gov. Code, § 8546.7, Pub. Contract Code, § 10115 et seq., CCR Title 2, § 1896).

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: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees 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 TEMECULA  
City Manager  
City of Temecula  
41000 Main Street  
Temecula, CA 92590

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 TEMECULA

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

Sign  
Here

COUNTY OF RIVERSIDE

Dated: JUL 26 2022

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

ATTEST:  
KECIA HARPER  
Clerk of the Board

Sign  
Here

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL,  
COUNTY OF RIVERSIDE

Sign  
Here

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

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



# EXHIBIT "A"

## TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF TEMECULA

DATED APRIL 1, 2022 FOR FY2022/2023

Proposal County fund one (1) Captain

*\*See notation below for estimate assumptions*

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA #12														
Medic Engine	537,000	2		470,923	2			413,710	2	474,065	2	1,895,698	8	
STA #73														
Medic Engine	537,000	2		235,462	1	268,708	1	413,710	2	474,065	2	1,928,945	8	
(Truck Co.)	805,500	3		706,385	3			620,565	3	711,097	3	2,843,547	12	
STA #84														
Medic Engine	537,000	2		470,923	2			413,710	2	474,065	2	1,895,698	8	
STA #92														
Medic Engine	537,000	2		235,462	1	268,708	1	413,710	2	474,065	2	1,928,945	8	
STA #95														
Medic Engine	0	0		235,462	1	268,708	1	413,710	2	474,065	2	1,391,945	6	
	0*	1						0*				0	1	
Fixed Relief	268,500	1				268,708	1	206,855	1	237,032	1	981,096	4	
Vac. Relief - Engine	268,500	1		235,462	1	537,417	2	413,710	2	237,032	1	1,692,121	7	
SUBTOTALS	3,490,500			2,590,078		1,612,251		3,309,682		3,555,485		\$14,557,995		
SUBTOTAL STAFF	14			11		6		16		15			62	
BATTALION CHIEF						316,465	each					316,465	1	
CAPTAIN MEDIC						304,832	each					304,832	1	
FIRE SAFETY SUPERVISOR (PCN 110077)						179,153	each					179,153	1	
FIRE SAFETY SPECIALIST (PCN 00006966 & 00131494)						167,029	each					334,058	2	
FIRE SYSTEMS INSPECTOR (PCN 00006972, 00133413, 00131566)						146,067	each					438,200	3	
SUBTOTAL												\$1,572,709	70	
SUPPORT SERVICES (Fire Cost Allocation Plan)														
Administrative/Operational (Schedule A)						18,139	per assigned Staff **					1,142,757	63	
Volunteer Program (Schedule B)						9,540	Per Entity Allocation					9,540	1	
Medic Program (Schedule C)			12,113	Medic FTE and		2,701	per Defib					270,579	21	
ECC Support (Schedule E)			35.25	per Call and		21,621	per Station					401,925		
Fleet Support (Schedule F)						66,511	per Fire Suppression Equip					332,555	5.0	
Comm/IT Support (Schedule G)			41.95	per Call and		25,735	per Station					478,339		
Hazmat Support (Schedule I)			1,331	per Call and		5,286	per Station					52,387		
SUPPORT SERVICES SUBTOTAL												\$2,688,083		
DIRECT CHARGES														
FIRE ENGINE USE AGREEMENT						36,250	each engine					142,677		
												181,250	5	
TOTAL STAFF COUNT													70	
TOTAL ESTIMATED CITY BUDGET												\$19,142,714		
* TEMECULA ESTIMATED FIRE TAX CREDIT												(\$9,910,228)		
NET ESTIMATED CITY BUDGET												\$9,232,485		
* STRUCTURAL FIRE TAXES						(8,886,861)								
ESTIMATED REDEVELOPMENT PASS THRU						(1,023,367)								
TOTAL TAX FUNDING						(\$9,910,228)								

4.5	Fire Stations	62.00	Assigned Staff
8,642	Number of Calls	2.0	Batt. Chief/Capt. Medic Support
21	Assigned Medic FTE	(1.0)	County Funded
6	Monitors/Defibs	**	63.00
4.5	Hazmat Stations		Total Assigned Staff
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 22/23 POSITION SALARIES TOP STEP (per assumptions below)**

392,554	DEPUTY CHIEF	36,250	FIRE ENGINE
387,615	DIV CHIEF	18,139	SRVDEL
316,465	BAT CHIEF	9,540	VOL DEL
268,500	CAPT	12,113	MEDIC FTE
304,832	CAPT MEDIC	2,701	MEDIC MONITORS/DEFIBS REPLACEMENT
235,462	ENG	95,196	BATT DEL
268,708	ENG/MEDIC	21,621	ECC STATION
206,855	FF II	35.25	ECC CALLS
237,032	FF II/MEDIC	66,511	FLEET SUPPORT
122,196	FIRE PREVENTION TECHNICIAN	25,735	COMM/IT STATION
179,153	FIRE SAFETY SUPERVISOR	41.95	COMM/IT CALLS
167,029	FIRE SAFETY SPECIALIST	1,446	FACILITY STATION
146,067	FIRE SYSTEMS INSPECTOR	400.20	FACILITY FTE
85,642	OFFICE ASSISTANT III	5,286	HAZMAT STATION
97,438	SECRETARY I	1,330.66	HAZMAT CALLS
190,711	COUNTY DEPUTY FIRE MARSHAL	1,987	HAZMAT VEHICLE REPLACEMENT

**\*Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2022-2023 Dated January 31, 2022
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2022-23 dated February 2022 Preliminary
- Projected increase to Safety & Non-Safety Staff and Support Services from FY22/23 Cost Allocation Estimate.

**FY 22/23 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 TEMECULA

DATED APRIL 1, 2022 FOR FY2023/2024

Proposal County fund one (1) Captain, one (1) Engineer, and Fleet Support

\*See notation below for estimate assumptions

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
<b>STA #12</b>														
Medic Engine	563,850	2			494,469	2			434,396	2	497,768	2	1,990,483	8
<b>STA #73</b>														
Medic Engine	563,850	2			247,235	1	282,144	1	434,396	2	497,768	2	2,025,392	8
(Truck Co.)	845,775	3			741,704	3			651,594	3	746,652	3	2,985,725	12
<b>STA #84</b>														
Medic Engine	563,850	2			494,469	2			434,396	2	497,768	2	1,990,483	8
<b>STA #92</b>														
Medic Engine	563,850	2			247,235	1	282,144	1	434,396	2	497,768	2	2,025,392	8
<b>STA #95</b>														
Medic Engine	0	0			0	0	282,144	1	434,396	2	497,768	2	1,214,307	5
	0*	1			0*	1			0*		0*		0	2
Fixed Relief	281,925	1					282,144	1	217,198	1	248,884	1	1,030,151	4
Vac. Relief - Engine	281,925	1			247,235	1	564,288	2	434,396	2	248,884	1	1,776,727	7
<b>SUBTOTALS</b>	3,665,025				2,472,347		1,692,863		3,475,166		3,733,259		<b>\$15,038,660</b>	
<b>SUBTOTAL STAFF</b>	14				11		6		16		15		62	
<b>BATTALION CHIEF</b>							332,288	each					332,288	1
<b>CAPTAIN MEDIC</b>							320,074	each					320,074	1
<b>FIRE SAFETY SUPERVISOR (PCN 110077)</b>							188,111	each					188,111	1
<b>FIRE SAFETY SPECIALIST (PCN 00006966 &amp; 00131494)</b>							175,381	each					350,761	2
<b>FIRE SYSTEMS INSPECTOR (PCN 00006972, 00133413, 00131566)</b>							153,370	each					460,110	3
<b>SUBTOTAL</b>													<b>\$1,651,344</b>	70
<b>SUPPORT SERVICES (Fire Cost Allocation Plan)</b>														
Administrative/Operational (Schedule A)							19,046	per assigned Staff **					1,180,849	62
Volunteer Program (Schedule B)							10,017	Per Entity Allocation					10,017	1
Medic Program (Schedule C)					12,719	Medic FTE and		2,836	per Defib				284,108	21
ECC Support (Schedule E)					37.01	per Call and		22,702	per Station				422,021	
Fleet Support (Schedule F)							69,837	per Fire Suppression Equip					314,264	4.5
Comm/IT Support (Schedule G)					44.05	per Call and		27,022	per Station				502,256	
Hazmat Support (Schedule I)					1,397	per Call and		5,550	per Station				55,007	
<b>SUPPORT SERVICES SUBTOTAL</b>													<b>\$2,768,523</b>	
<b>DIRECT CHARGES</b>													<b>142,677</b>	
<b>FIRE ENGINE USE AGREEMENT</b>							36,250	each engine					<b>181,250</b>	5
<b>TOTAL STAFF COUNT</b>														70
<b>TOTAL ESTIMATED CITY BUDGET</b>													<b>\$19,782,454</b>	
<b>* TEMECULA ESTIMATED FIRE TAX CREDIT</b>													<b>(\$9,910,228)</b>	
<b>NET ESTIMATED CITY BUDGET</b>													<b>\$9,872,226</b>	
<b>* STRUCTURAL FIRE TAXES</b>							(8,886,861)							
<b>ESTIMATED REDEVELOPMENT PASS THRU</b>							(1,023,367)							
<b>TOTAL TAX FUNDING</b>							<b>(\$9,910,228)</b>							

4.5	Fire Stations	62.00	Assigned Staff
8,642	Number of Calls	2.0	Batt. Chief/Capt. Medic Support
21	Assigned Medic FTE	(2.0)	County Funded
6	Monitors/Defibs	**	62.00 Total Assigned Staff
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 23/24 POSITION SALARIES TOP STEP (per assumptions below)**

412,182	DEPUTY CHIEF	36,250	FIRE ENGINE
406,996	DIV CHIEF	19,046	SRVDEL
332,288	BAT CHIEF	10,017	VOL DEL
281,925	CAPT	12,719	MEDIC FTE
320,074	CAPT MEDIC	2,836	MEDIC MONITORS/DEFIBS REPLACEMENT
247,235	ENG	99,956	BATT DEL
282,144	ENG/MEDIC	22,702	ECC STATION
217,198	FF II	37.01	ECC CALLS
248,884	FF II/MEDIC	69,837	FLEET SUPPORT
128,305	FIRE PREVENTION TECHNICIAN	27,022	COMM/IT STATION
188,111	FIRE SAFETY SUPERVISOR	44.05	COMM/IT CALLS
175,381	FIRE SAFETY SPECIALIST	1,954	FACILITY STATION
153,370	FIRE SYSTEMS INSPECTOR	540.57	FACILITY FTE
89,924	OFFICE ASSISTANT III	5,550	HAZMAT STATION
102,310	SECRETARY I	1,397.19	HAZMAT CALLS
200,247	COUNTY DEPUTY FIRE MARSHAL	2,087	HAZMAT VEHICLE REPLACEMENT

**\*Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2022-2023 Dated January 31, 2022 with an estimated increase of 5% applied to the salaries.
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2022-23 dated February 2022 Preliminary
- Estimated Support Services based FY 21/22 Estimated Cost Allocation Plan with an estimated increase of 5%

**FY 23/24 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 TEMECULA DATED APRIL 1, 2022 FOR FY2024/2025

Proposal County fund one (1) Captain, one (1) Engineer, one (1) FFII, one (1) FFII Medic, and Fleet Support

*\*See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
<b>STA #12</b>								
Medic Engine	592,043	2	519,193	2	456,116	2	522,656	2
<b>STA #73</b>								
Medic Engine	592,043	2	259,596	1	296,251	1	456,116	2
(Truck Co.)	888,064	3	778,789	3	684,173	3	783,984	3
<b>STA #84</b>								
Medic Engine	592,043	2	519,193	2	456,116	2	522,656	2
<b>STA #92</b>								
Medic Engine	592,043	2	259,596	1	296,251	1	456,116	2
<b>STA #95</b>								
Medic Engine	0	0	0	0	296,251	1	228,058	1
	0*	1	0*	1	0*	1	0*	1
Fixed Relief	296,021	1			296,251	1	228,058	1
Vac. Relief - Engine	296,021	1	259,596	1	592,502	2	456,116	2
							261,328	1
							1,865,563	7
<b>SUBTOTALS</b>	<b>3,848,277</b>		<b>2,595,964</b>		<b>1,777,506</b>		<b>3,420,866</b>	
<b>SUBTOTAL STAFF</b>	<b>14</b>		<b>11</b>		<b>6</b>		<b>16</b>	
							<b>15</b>	<b>62</b>
<b>BATTALION CHIEF</b>					348,902	each		348,902
<b>CAPTAIN MEDIC</b>					336,078	each		336,078
<b>FIRE SAFETY SUPERVISOR (PCN 110077)</b>					197,516	each		197,516
<b>FIRE SAFETY SPECIALIST (PCN 00006966 &amp; 00131494)</b>					184,150	each		368,299
<b>FIRE SYSTEMS INSPECTOR (PCN 00006972, 00133413, 00131566)</b>					161,039	each		483,116
<b>SUBTOTAL</b>								<b>\$1,733,912</b>
								<b>70</b>
<b>SUPPORT SERVICES (Fire Cost Allocation Plan)</b>								
Administrative/Operational (Schedule A)					19,998	per assigned Staff **		1,199,895
Volunteer Program (Schedule B)					10,518	Per Entity Allocation		10,518
Medic Program (Schedule C)			13,355	Medic FTE and	2,978	per Defib		284,959
ECC Support (Schedule E)			37.75	per Call and	23,156	per Station		430,462
Fleet Support (Schedule F)					73,328	per Fire Suppression Equip		329,978
Comm/IT Support (Schedule G)			46.25	per Call and	28,373	per Station		527,369
Hazmat Support (Schedule I)			1,467	per Call and	5,828	per Station		57,757
<b>SUPPORT SERVICES SUBTOTAL</b>								<b>\$2,840,937</b>
<b>DIRECT CHARGES</b>								
<b>FIRE ENGINE USE AGREEMENT</b>					36,250	each engine		142,677
								181,250
								<b>5</b>
<b>TOTAL STAFF COUNT</b>								<b>70</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>								<b>\$20,199,983</b>
<b>* TEMECULA ESTIMATED FIRE TAX CREDIT</b>								<b>(\$9,910,228)</b>
<b>NET ESTIMATED CITY BUDGET</b>								<b>\$10,289,755</b>
<b>* STRUCTURAL FIRE TAXES</b>					(8,886,861)			
<b>ESTIMATED REDEVELOPMENT PASS THRU</b>					(1,023,367)			
<b>TOTAL TAX FUNDING</b>					<b>(\$9,910,228)</b>			

4.5	Fire Stations	62.00	Assigned Staff
8,642	Number of Calls	2.0	Batt. Chief/Capt. Medic Support
20	Assigned Medic FTE	(4.0)	County Funded
6	Monitors/Defibs	**	60.00 Total Assigned Staff
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 23/24 POSITION SALARIES TOP STEP (per assumptions below)**

432,791	DEPUTY CHIEF	36,250	FIRE ENGINE
427,345	DIV CHIEF	19,998	SRVDEL
348,902	BAT CHIEF	10,518	VOL DEL
296,021	CAPT	13,355	MEDIC FTE
336,078	CAPT MEDIC	2,978	MEDIC MONITORS/DEFIBS REPLACEMENT
259,596	ENG	104,954	BATT DEL
296,251	ENG/MEDIC	23,156	ECC STATION
228,058	FF II	37.75	ECC CALLS
261,328	FF II/MEDIC	73,328	FLEET SUPPORT
134,721	FIRE PREVENTION TECHNICIAN	28,373	COMM/IT STATION
197,516	FIRE SAFETY SUPERVISOR	46.25	COMM/IT CALLS
184,150	FIRE SAFETY SPECIALIST	2,052	FACILITY STATION
161,039	FIRE SYSTEMS INSPECTOR	567.60	FACILITY FTE
94,420	OFFICE ASSISTANT III	5,828	HAZMAT STATION
107,426	SECRETARY I	1,467.05	HAZMAT CALLS
210,259	COUNTY DEPUTY FIRE MARSHAL	2,191	HAZMAT VEHICLE REPLACEMENT

**\*Cost Assumptions:**

- All Salaries based on the Salary, Pay Differentials, and Operating Expenses estimated for FY 2023-2024 with an estimated increase of 5% applied.
- Estimated Support Services based FY 23/24 Estimated Cost Allocation Plan with an estimated increase of 5%

**FY 23/24 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 "B"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL AID FOR THE CITY OF TEMECULA  
DATED JULY 1, 2022**

**PAYMENT FOR SERVICES  
ADDITIONAL TERMS**

COUNTY shall make a claim to CITY for the actual 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 30, claim in July/August.

The claims shall be for actual costs 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. The allowed credit shall not exceed the cost of contracted services.

**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, 2022**

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

**Station 12**

Engine E12, RCO No. 12-820 **\$ 36,250.00**

**Station 73**

Engine E73, RCO No. 16-804 **\$ 36,250.00**

**Station 84**

Engine E84, RCO No. 16-806 **\$ 36,250.00**

**Station 92**

Engine E92, RCO No. 08-869 **\$ 36,250.00**

**Station 95**

Engine E95, RCO No. 15-847 **\$ 36,250.00**

**\$ 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.

## **EXHIBIT "D"**

### **TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF TEMECULA DATED JULY 1, 2022**

#### **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.