

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



ITEM: 3.14  
(ID # 21464)

MEETING DATE:  
Tuesday, April 18, 2023

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Cooperative Agreement with the City of Palm Desert for Fire Station construction and staffing from the date of full execution of the Agreement until the Fire Station is operational with the Type I Fire Engine. District 4 [\$5,985,495 total; \$800,000 Development Impact Fees – Eastern Riverside County Facilities Fund 30504, \$4.4 Million Fire Facilities Project Fund 30300, \$795,495 General Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement to Provide Capital for Fire Station Construction and a Staffing Cost Share Agreement Services for the City of Palm Desert for Fire Station #102; and
2. Authorize the Chair of the Board to execute this Cooperative Agreement on behalf of the County; and
3. Authorize the use of Developer Impact Fees – Eastern Riverside County Fire Facilities Fund 30504 in the amount of \$800,000 for the City of Palm Desert fire station construction cost share.

ACTION:

  
Bill Weiser, Fire Department Chief 3/24/2023

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: April 18, 2023  
xc: Fire

Kimberly A. Rector  
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>	\$ 1,800,000	\$ 3,300,000	\$ 5,985,495	\$ N/A
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 785,495	\$ N/A
<b>SOURCE OF FUNDS:</b> Fire Facilities Project Fund 30300 74%; Eastern Riverside County Fire Facility Fund 30504 13%; General Fund 13%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23–24/25	

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

**BACKGROUND:**

**Summary**

The Riverside County Fire Department provides fire services to the City of Palm Desert via a Cooperative Agreement. The Cooperative Agreement for fire services was approved by the Board of Supervisors on June 29, 2021, Item #3.28. In consideration of the cost for providing fire services, the City and County desire a cost sharing agreement related to the construction, equipment and staffing of the Palm Desert Fire Station #102.

The City will purchase a new Type I Fire Engine, which takes approximately one (1) year to receive fully equipped. The County has purchased a new Tractor Drawn Aerial (TDA) with equipment for \$1,800,000. The Cost Share Agreement stipulates the County will provide \$3,300,000 toward the fire station #102 construction costs, upon award of bid. This contribution is towards the County area fire protection needs that will be served by Fire Station #102. In anticipation of future growth/expansion, the City of Palm Desert agrees to include a 3<sup>rd</sup> Bay in the station development in return for the County's contribution.

The City of Palm Desert will own and maintain Fire Station #102. This includes all repairs, maintenance, and capital improvements. The City estimates Fire Station #102 will open in 2025. The County and the City agree to cost share the initial outlay, in the fire station Company Costs ("Station Comp"), which includes household, kitchen, furniture, fixtures and equipment ("FFE"). The County's share of Station Comp (FFE) is not permitted to exceed \$100,000. Any additional ("FFE") outside of the County Standard Station Comp, and costs exceeding the limit shall be the responsibility of the City.

Until the City of Palm Desert's Type I Fire Engine is received and placed into service, the County shall loan a Type I Fire Engine to the City to place into service at Fire Station #102. The full cost of maintenance of this loaned Type I Fire Engine shall be covered by the County and allocated to the City as part of the Cost Allocation Plan Fleet Support.

The staffing of the Type I Fire Engine at Fire Station #102 will be cost shared between the County and the City of Palm Desert. The City shall pay the actual cost of two (2) Fire Captains, two (2) Fire Apparatus Engineers, and two (2) Firefighter II Paramedics. The County shall pay

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

the actual cost of one (1) Fire Captain, one (1) Fire Apparatus Engineer, and one (1) Firefighter II Paramedic at a current estimated cost of \$785,495. This cost share is commensurate with the estimated jurisdictional responses for this fire station. The outlined staffing cost share is required to be incorporated into the "Cooperative Agreement" via an amendment to the Cooperative Agreement's Exhibit "A" for the City of Palm Desert, upon operation of the Fire Station. Upon each renewal of any future Cooperative Agreement, the City and the County will conduct a review of the cost share agreement and evaluate the current relevance, based on current call volume and incident location. The funding for the Fire Station staffing will be addressed in future budget proposals from the Fire Department.

The County Tractor Drawn Aerial of \$1,800,000 and \$2,500,000 for the Fire Station construction is funded by the developer of the Acrisure Arena as part of an amended specific plan that was approved by the Board of Supervisors on May 25, 2021, Item # 21.1. The remaining \$800,000 is funded from the Developer Impact Fees fund for Eastern Riverside County Fire Facilities (Fund 30504).

The City of Palm Desert signed the Cooperative Agreement on February 16, 2023.

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

**Impact on Residents and Businesses**

Fire Station #102 will provide services to the incorporated territory of the City of Palm Desert as well as to unincorporated territory in the County of Riverside. This agreement is for the mutual benefit of both the County and the City of Palm Desert.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The County Tractor Drawn Aerial of \$1,800,000 and \$2,500,000 for the Fire Station construction is funded by a developer as part of an amended specific plan that was approved by the Board of Supervisors on May 25, 2021, Item # 21.1. The remaining \$800,000 is funded from the Developer Impact fees fund for Eastern Riverside County Fire Facilities (fund 30504). The funding for the Fire Station staffing and supplies of \$895,495 will be addressed in future budget proposals from the Fire Department.

**Contract History and Price Reasonableness**

The City of Palm Desert has been contracting for Riverside County Fire Service since 1989. The current contract with the City of Palm Desert was approved by the Board of Supervisors on June 29, 2021, Item #3.28.

*Melissa R. Cushman*  
Melissa Cushman 3/27/2023

*Rebecca S. Cortez*  
Rebecca S. Cortez, Principal Management Analyst 4/10/2023



**A COOPERATIVE AGREEMENT  
TO PROVIDE CAPITAL FOR FIRE STATION CONSTRUCTION AND A STAFFING COST SHARE  
AGREEMENT SERVICES FOR THE CITY OF PALM DESERT FOR FIRE STATION #102**

THIS AGREEMENT made and entered into this 16<sup>th</sup> day of February 2023, 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 Palm Desert, a municipal corporation (hereinafter referred to as "CITY"). COUNTY and CITY hereinafter may be individually referred to as a "Party" and collectively referred to as the "Parties." The Parties agree as follows:

**SECTION I: PURPOSE**

A. The COUNTY has contracted with the CITY, individually, pursuant to a Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Palm Desert, dated May 13, 2021, by and between the City of Palm Desert and the County of Riverside (the "Cooperative Agreement")

B. As part of the negotiations and in consideration of the cost for providing Fire Services to the CITY, the CITY and COUNTY desire a cost sharing agreement related to the equipment, operations and staffing of Station #102. Station #102 will provide services to the incorporated territory of the City of Palm Desert as well as to unincorporated territory in the County of Riverside. This agreement is for the mutual benefit of both the COUNTY and the CITY.

**SECTION II: COST SHARE**

A. The CITY will purchase a new Type I Fire Engine, which conforms to the standard Type I specification for the Fire Department. Each Type I Fire Engine is custom constructed and takes approximately one (1) year to receive fully equipped.

B. The COUNTY will purchase a new Tractor Drawn Aerial ("TDA") with equipment for \$1,800,000. The staffing related to the TDA may be determined at a later date.

C. For the purposes of the construction and initial outfitting of Station #102, the Parties agree as follows:

(1) COUNTY agrees to provide \$3,300,000 upon award of bid, toward capital fire station construction costs as contribution towards County area protection needs served by Station #102. In anticipation of future growth/expansion, CITY agrees to include 3<sup>rd</sup> Bay in station development in return for COUNTY contribution.

(2) CITY will own and maintain Station #102. This includes all repairs, maintenance, and capital improvements to Station #102.

(3) CITY estimates Station #102 will open in 2025.

(4) CITY and COUNTY agree to cost share the initial outlay, in the Station #102 Company Costs ("Station Comp"), which includes household, kitchen, furniture, fixtures, and equipment ("FFE"). The COUNTY's share of Station Comp (FFE) shall not exceed \$100,000. Any additional FFE outside of the COUNTY Standard Station Comp and costs in excess of the foregoing limit shall be the responsibility of the CITY.

(5) Until the Type I Fire Engine is received and placed into service, COUNTY shall loan a Type I Fire Engine to the CITY to place into service from the Station #102. The full cost of maintenance and insurance of this Type I Fire Engine shall be covered by the COUNTY and allocated to the CITY as part of the Cost Allocation Plan Fleet Support.

D. For the purposes of staffing the Type I Fire Engine of Fire Station #102, the Parties agree as follows.

(1) The CITY shall pay the actual cost of two (2) Fire Captains, two (2) Fire Apparatus Engineers, and two (2) Fire Fighter II Paramedics.

(2) The COUNTY shall pay the actual cost of one (1) Fire Captain, one (1) Fire Apparatus Engineer, and one (1) Fire Fighter II Paramedic.

(3) The Staffing Model agreed to in support of the current needs/vehicles at Station #102 are as follows:

	<b>Staffing Model</b>		
	<b>City</b>	<b>County</b>	<b>Total</b>
<b>Ambulance</b>	<b>6</b>	<b>0</b>	<b>6</b>
<b>Engine</b>	<b>6</b>	<b>3</b>	<b>9</b>
<b>Total</b>	<b>12</b>	<b>3</b>	<b>15</b>

(4) The outlined staffing cost share shall be incorporated into the "Cooperative Agreement" via an amendment to the Cooperative Agreement's Exhibit "A" for the City of Palm Desert, upon operation of the Fire Station.

(5) Upon each renewal of any future Cooperative Agreement, the CITY and COUNTY will conduct a review of the cost share agreement and evaluate the current relevance, based on current call volume and incident location.

**SECTION III: TERM**

The term of this Agreement shall begin on the date of full execution of this Agreement and shall remain into effect until the Fire Station is operational with the Type I Fire Engine.

**SECTION IV: INDEMNIFICATION**

The indemnification provisions as provided in the respective Cooperative Agreement referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

**SECTION IV: AUDIT**

COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other Party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other Party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. COUNTY and CITY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (See, e.g., Gov. Code, §8546.7; Pub. Contract Code, §10115 et seq.; CCR, Title 2, § 1896 et seq.).

**SECTION V: DISPUTES**

The disputes provisions as provided in the respective Cooperative Agreement referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

**SECTION V: ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (('CUETA') Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an

electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of 'electronic signature' as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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**[Signature Provisions on following page]**



IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first herein above written.


CITY OF PALM DESERT

DATED: February 16, 2023

BY:   
L. Todd Hileman  
City Manager

ATTEST:


APPROVED AS TO FORM:

BY:   
Anthony J. Mejia, MMC  
City Clerk

BY: Robert Hargreaves  
Robert Hargreaves (Feb 21, 2023 16:39 PST)  
Best Best & Krieger, LLP  
City Attorney

COUNTY OF RIVERSIDE


DATED: 4/18/23

BY:   
BOARD OF SUPERVISORS  
EVIN JEFFRIES


ATTEST:

APPROVED AS TO FORM:

BY:   
KIMBERLY A. RECTOR  
Clerk of the Board

BY:   
MINH TRAN  
County Counsel

BY: \_\_\_\_\_

BY:   
MELISSA R. CUSHMAN  
Deputy County Counsel

QC: MN

A COOPERATIVE AGREEMENT  
TO PROVIDE CAPITAL FOR FIRE STATION CONSTRUCTION AND A STAFFING COST SHARE AGREEMENT  
SERVICES FOR THE CITY OF PALM DESERT

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