

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



ITEM: 3.34  
(ID # 25540)

MEETING DATE:  
Tuesday, July 30, 2024

FROM : FIRE DEPARTMENT

SUBJECT: FIRE DEPARTMENT: Approval and Ratification of the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of La Quinta for five (5) years. District 4 [\$50,360,620 - 100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the attached Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of La Quinta; and
2. Authorize the Chair of the Board to execute this Cooperative Agreement on behalf of the County; and
3. Authorize the Chief Deputy to negotiate and execute any amendments to the Exhibit "A," Exhibit "C" and Exhibit "D" of this Agreement as approved-as-to-form by County Counsel.

ACTION:

  
Bill Weiser, Fire Department Chief 7/12/2024

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 Gutierrez  
Nays: None  
Absent: None  
Date: July 30, 2024  
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>	\$ N/A	\$ 9,434,448	\$ 50,360,620	\$ N/A
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>SOURCE OF FUNDS:</b> Contract revenue from the City of La Quinta subject to annual cost increase.			<b>Budget Adjustment:</b> No	
			For Fiscal Year: 24/25–28/29	

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

**BACKGROUND:**

**Summary**

The City of La Quinta desires to continue contracting for Fire Protection Services with the Riverside County Fire Department, and as such, the two agencies have reached an agreement as to the level of service to be provided to the City. Since the previous agreement the City requested staffing changes as follows: add two (2) Fire Captains, add two (2) Fire Apparatus Engineers, remove one Fire Apparatus Engineer Paramedic, one (1) Firefighter II and one (1) Firefighter II Paramedic. The term of this agreement is July 1, 2024 through June 30, 2029. The total estimated contract revenue will be received annually to cover the full contract costs with FY 24/25 estimated at \$9,434,448, FY 25/26 estimated at \$10,231,543, FY 26/27 estimated at \$10,231,543, FY 27/28 estimated at \$10,231,543 and FY 28/29 estimated at \$10,231,543. 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 La Quinta approved the Cooperative Agreement during the May 7, 2024, City Council Meeting.

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

**Impact on Residents and Businesses**

Since the previous agreement the City requested staffing changes as follow: add two (2) Fire Captain, add two (2) Fire Apparatus Engineers, remove one Fire Apparatus Engineer Paramedic, one (1) Firefighter II and one (1) Firefighter II Paramedic; therefore, the impact on businesses or residents of the City of La Quinta due to the renewal of this agreement will be of great benefit. The language in the Agreement states that the City may request an increase or decrease of employees or services assigned to the City with one hundred twenty (120) days written notice to the County. All requests for changes will be evaluated by the designated Chief Officer and/or County Fire Chief to ensure that the levels of service provided to the Community are at or above the minimum standard requirements. Any concerns will be discussed with the City Representative.

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

This contract has no general fund impact. Fire estimates receiving \$9,434,448 for FY 24/25, \$10,231,543 for FY 25/26, \$10,231,543 for FY 26/27, \$10,231,543 for FY 27/28 and \$10,231,543 for FY 28/28 in revenue. The estimated contract increase from the FY23/24 Cost Estimate is 5.17%. This increase is due to the staff increases during FY 23/24, the implementation by CalFire of the 66-hour work week which will take effect November 2024, and the County cost increases in direct Fire Marshal Services and general operating costs. Contract revenue from the City of La Quinta is subject to annual cost increase.

**Contract History and Price Reasonableness**

The City of La Quinta has been contracting for Riverside County Fire Service since 1991. The estimated contract increase from FY23/24 Cost Estimate is 5.17%. This increase is due to the staff increases during FY 23/24, the implementation by CalFire of the 66-hour work week which will take effect November 2024, and the County cost increases in direct Fire Marshal Services and general operating costs. Since the previous signed Agreement, the City requested staffing changes as follow: add two (2) Fire Captain, add two (2) Fire Apparatus Engineers, remove one Fire Apparatus Engineer Paramedic, one (1) Firefighter II and one (1) Firefighter II Paramedic. Contract revenue from the City of La Quinta is subject to annual cost increase. The previous contract with the City of La Quinta was approved by the Board of Supervisors on June 29, 2021, Item #3.35, the term of which ended on June 30, 2024.

*Geoff Pemberton*  
\_\_\_\_\_  
Geoff Pemberton, Chief Deputy County Fire

7/5/2024

*George Trindle*  
\_\_\_\_\_  
George Trindle, CDF ASST COUNTY COUNSEL

7/15/2024

*Rebecca S Cortez*  
\_\_\_\_\_  
Rebecca S Cortez, Principal Management Analyst

7/22/2024

*Michelle Paradise*  
\_\_\_\_\_  
Michelle Paradise, ACEO

7/22/2024

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

THIS AGREEMENT ("Agreement"), made and entered into this 30 day of July, 2024, 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 La Quinta, a municipal corporation (hereinafter referred to as "CITY"), whereby it is agreed as follows:

**SECTION I: PURPOSE**

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter 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.

**SECTION II: DESIGNATION OF FIRE CHIEF**

A. The County Fire Chief appointed by the County 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. The Chief Deputy County Fire shall be the COUNTY Contract Administrator and is the liaison for the administration of this agreement.

D. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein. This flexibility shall include staffing challenges. The CITY shall be notified of any changes in classifications provided that differ from the Exhibit "A."

### 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; (3) The number of employees, by classification, affected by the proposed increase or decrease; and (4) the date the Notice is sent to COUNTY. 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 Deputy County Fire, as the COUNTY Contract Administrator, 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. SM  (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. SM  (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. SM  (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, 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 or is requested by the CITY, the COUNTY Fire Chief or Chief Deputy County Fire 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 Two Hundred Eighty-Five Dollars (\$2,285) per day, or Fifteen Thousand Nine Hundred Ninety-Five Dollars (\$15,995) per week, not including equipment.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services, 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). Any services not provided for under Ordinance No. 671 will be at a cost to the CITY based upon the COUNTY-approved productive hourly rate for cost recovery.

K. In the event that a COUNTY owned squad, patrol (Type VI), or light vehicle is requested by the CITY for temporary operational use, the COUNTY Fire Chief or Chief Deputy County Fire may allow use of a COUNTY squad, patrol (Type VI), or light vehicle, 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 squad, patrol (Type VI) or light vehicle as follows.

1. The squad rental fee shall be Fifty-two Dollars (\$52) per day; or Three Hundred Sixty-two Dollars (\$362) per week, not including equipment or fuel.
2. The patrol rental fee shall be Sixty-seven Dollars (\$67) per day; or Four Hundred Seventy-one Dollars (\$471) per week, not including equipment or fuel.
3. The light vehicle rental fee shall be Twenty-nine Dollars (\$29) per day; or Two Hundred Four Dollars (\$204) per week, not including equipment or fuel.

#### SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2024, to June 30, 2029.

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 section 55603.5.

#### SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

#### SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health

and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code sections 13051 and 13054 to the officer designated by CITY.

#### SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, County Ordinance No. 787.10, Section 5.D.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 La Quinta 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 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 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.)

B. Each party shall bear their 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 or County Contract Administrator 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 that involve CAL FIRE employees, the claims shall be submitted to State of California Office of Risk and Insurance Management Department of General Services directly for processing.

### SECTION XIV: ATTORNEYS' FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

## SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

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

CITY OF LA QUINTA  
City Manager  
78-495 Calle Tampico  
La Quinta, CA 92253

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: PUBLIC RECORDS ACT REQUESTS

The parties understand and acknowledge that, as public agencies, COUNTY and CITY are required to comply with the Public Records Act ("PRA," Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The parties understand and acknowledge that such compliance may require disclosure of all relevant, non-exempt documents that fall within the scope of a qualifying request under the PRA, including documents received from and/or concerning the other party to this Agreement.

## SECTION XVII: ELECTRONIC SIGNATURE

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 Transaction 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.

SECTION XVIII: 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]

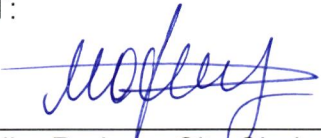
IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF LA QUINTA

Dated: May 7, 2024

By:   
Jon McMillen, City Manager

ATTEST:


By:   
Monika Radeva, City Clerk

APPROVED AS TO FORM:

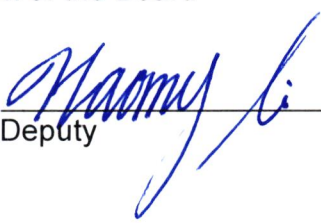
By:   
William H. Ihrke, City Attorney

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Dated: 7/30/2024

By:   
Chair, Board of Supervisors  
**CHUCK WASHINGTON**

ATTEST:  
KIMBERLY A. RECTOR  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
MINH C. TRAN,  
County Counsel


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 LA QUINTA  
DATED APRIL 1, 2024 FOR FY2024/2025

\*See notation below for estimate assumptions

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS					
<b>STA #32</b>												
Medic Engine	269,261	1	237,365	1	410,127	2	466,528	2	1,383,282	6		
<b>STA #70</b>												
Medic Engine	269,261	1	237,365	1	410,127	2	466,528	2	1,383,282	6		
<b>STA #93</b>												
Medic Engine	538,523	2	237,365	1	267,899	1	205,064	1	233,264	1	1,482,115	6
Fixed Relief	269,261	1	237,365	1			233,264	1	739,891	3		
Vac. Relief - Engine			237,365	1	267,899	1	233,264	1	738,528	3		
<b>66-HR Workweek</b>	<b>269,261</b>	<b>1</b>	<b>237,365</b>	<b>1</b>			<b>233,264</b>	<b>1</b>	<b>739,891</b>	<b>3</b>		
SUBTOTALS	1,615,569		1,424,192		535,797	1,025,318	1,866,113		<b>\$6,466,989</b>			
SUBTOTAL STAFF	6		6		2	5	8			27		
FIRE SAFETY SUPERVISOR (PCN 144121)					205,757	each			205,757	1		
FIRE SAFETY SPECIALIST (PCN 131996)					183,114	each			183,114	1		
FIRE SYSTEMS INSPECTOR (PCN 139101)					159,587	each			159,587	1		
SUBTOTAL									<b>\$548,458</b>	30		
SUPPORT SERVICES <b>ESTIMATE</b> (Fire Cost Allocation Plan)												
Administrative/Operational (Schedule A)			26,620	per assigned Staff **					764,781	28.73		
Volunteer Program (Schedule B)			9,914	per Entity Allocation					9,914	1		
Medic Program (Schedule C)			13,898	Medic FTE and	2,720	per Defib			144,602	10.38		
Battalion Chief Support (Schedule D)			7,655	per Fire Station Staff					206,672	27		
ECC Support (Schedule E)			36.51	per Call and	26,489	per Station			271,868			
Fleet Support (Schedule F)			81,675	per Fire Suppression Equip					245,026	3		
Comm/IT Support (Schedule G)			38.08	per Call and	27,633	per Station			283,599			
Hazmat Support (Schedule I)			3,151	per Call and	11,857	per Station			51,327			
SUPPORT SERVICES <b>ESTIMATE</b> SUBTOTAL									<b>\$1,977,787</b>			
DIRECT CHARGES									<b>60,949</b>			
FIRE ENGINE USE AGREEMENT					36,250	each engine			<b>108,750</b>	3		
COOPERATIVE TRUCK AGREEMENT 12.5%									<b>271,515</b>	12.50%		
TOTAL STAFF COUNT										28.73		
TOTAL <b>ESTIMATED</b> CITY BUDGET									<b>\$9,434,448</b>			
* LA QUINTA <b>ESTIMATED</b> FIRE TAX CREDIT									<b>(11,394,613)</b>			
NET <b>ESTIMATED</b> CITY BUDGET									<b>(\$1,960,164)</b>			
* STRUCTURAL FIRE TAXES					(2,830,712)							
<b>ESTIMATED</b> REDEVELOPMENT PASS THRU					(8,751,901)							
total contract transfer					188,000							
TOTAL <b>ESTIMATED</b> TAX FUNDING					<b>(\$11,394,613)</b>							
3 Fire Stations									27.0	Assigned Staff		
5,270 Number of Calls									1.13	Indio Truck (12.5%)		
10.38 Assigned Medic FTE									0.60	Battalion Chief Allocation		
3 Monitors/Defibs									**	28.73 Total Assigned Staff		
3 Hazmat Stations												
4 Number of Hazmat Calls												

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

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
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.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 24/25 POSITION SALARIES TOP STEP**

381,708	DEPUTY CHIEF	36,250	FIRE ENGINE
376,698	DIV CHIEF	26,620	SRVDEL
315,635	BAT CHIEF	9,914	VOL DEL
269,261	CAPT	13,898	MEDIC FTE
302,696	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
237,365	ENG	7,655	BC SUPPORT
267,899	ENG/MEDIC	26,489	ECC STATION
205,064	FF II	36.51	ECC CALLS
233,264	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

**\*Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

**FY 24/25 DIRECT BILL ACCOUNT CODE**

520230	Cellular Phone	522310	Maint-Building and In
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supp
520800	Household Expense	522870	Other Medical Care M
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permit:
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildi

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE  
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND  
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA  
DATED APRIL 1, 2024 FOR FY2025/2026

\*See notation below for estimate assumptions

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS					
<b>STA #32</b>												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
<b>STA #70</b>												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
<b>STA #93</b>												
Medic Engine	597,630	2	263,337	1	297,615	1	227,505	1	259,074	1	1,645,162	6
Fixed Relief	298,815	1	263,337	1			259,074	1	821,227	3		
Vac. Relief - Engine			263,337	1	297,615	1	259,074	1	820,026	3		
<b>66-HR Workweek</b>	<b>298,815</b>	<b>1</b>	<b>263,337</b>	<b>1</b>			<b>259,074</b>	<b>1</b>	<b>821,227</b>	<b>3</b>		
SUBTOTALS	1,792,891		1,580,024		595,230	1,137,525	2,072,595		<b>\$7,178,264</b>			
SUBTOTAL STAFF	6		6		2	5	8			27		
FIRE SAFETY SUPERVISOR (PCN 144121)					205,757	each			205,757	1		
FIRE SAFETY SPECIALIST (PCN 131996)					183,114	each			183,114	1		
FIRE SYSTEMS INSPECTOR (PCN 139101)					159,587	each			159,587	1		
SUBTOTAL									<b>\$548,458</b>	30		
SUPPORT SERVICES <b>ESTIMATE</b> (Fire Cost Allocation Plan)												
Administrative/Operational (Schedule A)			26,620	per assigned Staff **					764,781	28.73		
Volunteer Program (Schedule B)			9,914	per Entity Allocation					9,914	1		
Medic Program (Schedule C)			13,898	Medic FTE and	2,720	per Defib			144,602	10.38		
Battalion Chief Support (Schedule D)			7,655	per Fire Station Staff					206,672	27		
ECC Support (Schedule E)			36.51	per Call and	26,489	per Station			271,868			
Fleet Support (Schedule F)			81,675	per Fire Suppression Equip					245,026	3		
Comm/IT Support (Schedule G)			38.08	per Call and	27,633	per Station			283,599			
Hazmat Support (Schedule I)			3,151	per Call and	11,857	per Station			51,327			
SUPPORT SERVICES <b>ESTIMATE</b> SUBTOTAL									<b>\$1,977,787</b>			
DIRECT CHARGES									<b>60,949</b>			
FIRE ENGINE USE AGREEMENT					55,000	each engine			<b>165,000</b>	3		
COOPERATIVE TRUCK AGREEMENT 12.5%									<b>301,085</b>	12.50%		
TOTAL STAFF COUNT										28.73		
<b>TOTAL ESTIMATED CITY BUDGET</b>									<b>\$10,231,543</b>			
* LA QUINTA <b>ESTIMATED</b> FIRE TAX CREDIT									<b>(11,394,613)</b>			
<b>NET ESTIMATED CITY BUDGET</b>									<b>(\$1,163,070)</b>			
* STRUCTURAL FIRE TAXES					(2,830,712)							
<b>ESTIMATED</b> REDEVELOPMENT PASS THRU					(8,751,901)							
total contract transfer					188,000							
TOTAL <b>ESTIMATED</b> TAX FUNDING					<b>(\$11,394,613)</b>							
3 Fire Stations							27.0	Assigned Staff				
5,270 Number of Calls							1.13	Indio Truck (12.5%)				
10.38 Assigned Medic FTE							0.60	Battalion Chief Allocation				
3 Monitors/Defibs						**	28.73	Total Assigned Staff				
3 Hazmat Stations												
4 Number of Hazmat Calls												



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

Administrative & Operational Services

- |                      |                            |
|----------------------|----------------------------|
| Finance / Accounting | Procurement                |
| Training             | Public Affairs / Education |
| 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.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 25/26 POSITION SALARIES TOP STEP**

424,655	DEPUTY CHIEF	55,000	FIRE ENGINE
419,073	DIV CHIEF	26,620	SRVDEL
350,396	BAT CHIEF	9,914	VOL DEL
298,815	CAPT	13,898	MEDIC FTE
330,385	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
263,337	ENG	7,655	BC SUPPORT
297,615	ENG/MEDIC	26,489	ECC STATION
227,505	FF II	36.51	ECC CALLS
259,074	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

**\*Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

**FY 25/26 DIRECT BILL ACCOUNT CODE**

520230	Cellular Phone	522310	Maint-Building and In
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supp
520800	Household Expense	522870	Other Medical Care M
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permit:
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildr

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE  
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND  
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA  
DATED APRIL 1, 2024 FOR **FY2026/2027**

*\*See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS					
<b>STA #32</b>												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
<b>STA #70</b>												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
<b>STA #93</b>												
Medic Engine	597,630	2	263,337	1	297,615	1	227,505	1	259,074	1	1,645,162	6
Fixed Relief	298,815	1	263,337	1			259,074	1	821,227	3		
Vac. Relief - Engine			263,337	1	297,615	1	259,074	1	820,026	3		
<b>66-HR Workweek</b>	<b>298,815</b>	<b>1</b>	<b>263,337</b>	<b>1</b>			<b>259,074</b>	<b>1</b>	<b>821,227</b>	<b>3</b>		
SUBTOTALS	1,792,891		1,580,024		595,230	1,137,525	2,072,595		<b>\$7,178,264</b>			
SUBTOTAL STAFF	6		6		2	5	8			27		
FIRE SAFETY SUPERVISOR (PCN 144121)					205,757	each			205,757	1		
FIRE SAFETY SPECIALIST (PCN 131996)					183,114	each			183,114	1		
FIRE SYSTEMS INSPECTOR (PCN 139101)					159,587	each			159,587	1		
SUBTOTAL									<b>\$548,458</b>	30		
SUPPORT SERVICES <b>ESTIMATE</b> (Fire Cost Allocation Plan)												
Administrative/Operational (Schedule A)			26,620		per assigned Staff **				764,781	28.73		
Volunteer Program (Schedule B)			9,914		per Entity Allocation				9,914	1		
Medic Program (Schedule C)			13,898		Medic FTE and	2,720	per Defib		144,602	10.38		
Battalion Chief Support (Schedule D)			7,655		per Fire Station Staff				206,672	27		
ECC Support (Schedule E)			36.51		per Call and	26,489	per Station		271,868			
Fleet Support (Schedule F)			81,675		per Fire Suppression Equip				245,026	3		
Comm/IT Support (Schedule G)			38.08		per Call and	27,633	per Station		283,599			
Hazmat Support (Schedule I)			3,151		per Call and	11,857	per Station		51,327			
SUPPORT SERVICES <b>ESTIMATE</b> SUBTOTAL									<b>\$1,977,787</b>			
DIRECT CHARGES												
FIRE ENGINE USE AGREEMENT					55,000	each engine			<b>60,949</b>			
COOPERATIVE TRUCK AGREEMENT 12.5%									<b>165,000</b>	3		
									<b>301,085</b>	12.50%		
TOTAL STAFF COUNT										28.73		
<b>TOTAL ESTIMATED CITY BUDGET</b>									<b>\$10,231,543</b>			
* LA QUINTA ESTIMATED FIRE TAX CREDIT									<b>(11,394,613)</b>			
NET ESTIMATED CITY BUDGET									<b>(\$1,163,070)</b>			
* STRUCTURAL FIRE TAXES					(2,830,712)							
ESTIMATED REDEVELOPMENT PASS THRU					(8,751,901)							
total contract transfer					188,000							
TOTAL ESTIMATED TAX FUNDING					<b>(\$11,394,613)</b>							
3 Fire Stations									27.0	Assigned Staff		
5,270 Number of Calls									1.13	Indio Truck (12.5%)		
10.38 Assigned Medic FTE									0.60	Battalion Chief Allocation		
3 Monitors/Defibs									**	28.73 Total Assigned Staff		
3 Hazmat Stations												
4 Number of Hazmat Calls												

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

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
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.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 26/27 POSITION SALARIES TOP STEP**

424,655	DEPUTY CHIEF	55,000	FIRE ENGINE
419,073	DIV CHIEF	26,620	SRVDEL
350,396	BAT CHIEF	9,914	VOL DEL
298,815	CAPT	13,898	MEDIC FTE
330,385	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
263,337	ENG	7,655	BC SUPPORT
297,615	ENG/MEDIC	26,489	ECC STATION
227,505	FF II	36.51	ECC CALLS
259,074	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

**\*Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

**FY 26/27 DIRECT BILL ACCOUNT CODE**

520230	Cellular Phone	522310	Maint-Building and In
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supp
520800	Household Expense	522870	Other Medical Care M
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permit:
520830	Laundry Services	523680	Office Equip Non Fixe
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE  
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND  
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA  
DATED APRIL 1, 2024 FOR **FY2027/2028**

*\*See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS					
<b>STA #32</b>												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
<b>STA #70</b>												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
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Medic Engine	597,630	2	263,337	1	297,615	1	227,505	1	259,074	1	1,645,162	6
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Vac. Relief - Engine			263,337	1	297,615	1	259,074	1	820,026	3		
<b>66-HR Workweek</b>	<b>298,815</b>	<b>1</b>	<b>263,337</b>	<b>1</b>			<b>259,074</b>	<b>1</b>	<b>821,227</b>	<b>3</b>		
SUBTOTALS	1,792,891		1,580,024		595,230	1,137,525	2,072,595		<b>\$7,178,264</b>			
SUBTOTAL STAFF	6		6		2	5	8			27		
FIRE SAFETY SUPERVISOR (PCN 144121)					205,757	each			205,757	1		
FIRE SAFETY SPECIALIST (PCN 131996)					183,114	each			183,114	1		
FIRE SYSTEMS INSPECTOR (PCN 139101)					159,587	each			159,587	1		
SUBTOTAL									<b>\$548,458</b>	30		
SUPPORT SERVICES <b>ESTIMATE</b> (Fire Cost Allocation Plan)												
Administrative/Operational (Schedule A)			26,620		per assigned Staff **				764,781	28.73		
Volunteer Program (Schedule B)			9,914		per Entity Allocation				9,914	1		
Medic Program (Schedule C)			13,898		Medic FTE and	2,720	per Defib		144,602	10.38		
Battalion Chief Support (Schedule D)			7,655		per Fire Station Staff				206,672	27		
ECC Support (Schedule E)			36.51		per Call and	26,489	per Station		271,868			
Fleet Support (Schedule F)			81,675		per Fire Suppression Equip				245,026	3		
Comm/IT Support (Schedule G)			38.08		per Call and	27,633	per Station		283,599			
Hazmat Support (Schedule I)			3,151		per Call and	11,857	per Station		51,327			
SUPPORT SERVICES <b>ESTIMATE</b> SUBTOTAL									<b>\$1,977,787</b>			
DIRECT CHARGES												
FIRE ENGINE USE AGREEMENT					55,000	each engine			<b>60,949</b>			
COOPERATIVE TRUCK AGREEMENT 12.5%									<b>165,000</b>	3		
									<b>301,085</b>	12.50%		
TOTAL STAFF COUNT										28.73		
<b>TOTAL ESTIMATED CITY BUDGET</b>									<b>\$10,231,543</b>			
* LA QUINTA <b>ESTIMATED</b> FIRE TAX CREDIT									<b>(11,394,613)</b>			
<b>NET ESTIMATED</b> CITY BUDGET									<b>(\$1,163,070)</b>			
* STRUCTURAL FIRE TAXES					(2,830,712)							
<b>ESTIMATED</b> REDEVELOPMENT PASS THRU					(8,751,901)							
total contract transfer					188,000							
TOTAL <b>ESTIMATED</b> TAX FUNDING					<b>(\$11,394,613)</b>							
3	Fire Stations								27.0	Assigned Staff		
5,270	Number of Calls								1.13	Indio Truck (12.5%)		
10.38	Assigned Medic FTE								0.60	Battalion Chief Allocation		
3	Monitors/Defibs								**	28.73	Total Assigned Staff	
3	Hazmat Stations											
4	Number of Hazmat Calls											

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

Administrative & Operational Services

- |                      |                            |
|----------------------|----------------------------|
| Finance / Accounting | Procurement                |
| Training             | Public Affairs / Education |
| 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.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 27/28 POSITION SALARIES TOP STEP**

424,655	DEPUTY CHIEF	55,000	FIRE ENGINE
419,073	DIV CHIEF	26,620	SRVDEL
350,396	BAT CHIEF	9,914	VOL DEL
298,815	CAPT	13,898	MEDIC FTE
330,385	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
263,337	ENG	7,655	BC SUPPORT
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227,505	FF II	36.51	ECC CALLS
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210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
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183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

**\*Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

**FY 27/28 DIRECT BILL ACCOUNT CODE**

520230	Cellular Phone	522310	Maint-Building and In
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supp
520800	Household Expense	522870	Other Medical Care M
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permit:
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildin

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE  
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND  
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA  
DATED APRIL 1, 2024 FOR **FY2028/2029**

*\*See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS					
<b>STA #32</b>												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
<b>STA #70</b>												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
<b>STA #93</b>												
Medic Engine	597,630	2	263,337	1	297,615	1	227,505	1	259,074	1	1,645,162	6
Fixed Relief	298,815	1	263,337	1			259,074	1	821,227	3		
Vac. Relief - Engine			263,337	1	297,615	1	259,074	1	820,026	3		
<b>66-HR Workweek</b>	<b>298,815</b>	<b>1</b>	<b>263,337</b>	<b>1</b>			<b>259,074</b>	<b>1</b>	<b>821,227</b>	<b>3</b>		
SUBTOTALS	1,792,891		1,580,024		595,230	1,137,525	2,072,595		<b>\$7,178,264</b>			
SUBTOTAL STAFF	6		6		2	5	8			27		
FIRE SAFETY SUPERVISOR (PCN 144121)					205,757	each			205,757	1		
FIRE SAFETY SPECIALIST (PCN 131996)					183,114	each			183,114	1		
FIRE SYSTEMS INSPECTOR (PCN 139101)					159,587	each			159,587	1		
SUBTOTAL									<b>\$548,458</b>	30		
SUPPORT SERVICES <b>ESTIMATE</b> (Fire Cost Allocation Plan)												
Administrative/Operational (Schedule A)			26,620		per assigned Staff **				764,781	28.73		
Volunteer Program (Schedule B)			9,914		per Entity Allocation				9,914	1		
Medic Program (Schedule C)			13,898		Medic FTE and	2,720	per Defib		144,602	10.38		
Battalion Chief Support (Schedule D)			7,655		per Fire Station Staff				206,672	27		
ECC Support (Schedule E)			36.51		per Call and	26,489	per Station		271,868			
Fleet Support (Schedule F)			81,675		per Fire Suppression Equip				245,026	3		
Comm/IT Support (Schedule G)			38.08		per Call and	27,633	per Station		283,599			
Hazmat Support (Schedule I)			3,151		per Call and	11,857	per Station		51,327			
SUPPORT SERVICES <b>ESTIMATE</b> SUBTOTAL									<b>\$1,977,787</b>			
DIRECT CHARGES									<b>60,949</b>			
FIRE ENGINE USE AGREEMENT					55,000	each engine			<b>165,000</b>	3		
COOPERATIVE TRUCK AGREEMENT 12.5%									<b>301,085</b>	12.50%		
TOTAL STAFF COUNT										28.73		
<b>TOTAL ESTIMATED CITY BUDGET</b>									<b>\$10,231,543</b>			
* LA QUINTA <b>ESTIMATED</b> FIRE TAX CREDIT									<b>(11,394,613)</b>			
<b>NET ESTIMATED CITY BUDGET</b>									<b>(\$1,163,070)</b>			
* STRUCTURAL FIRE TAXES					(2,830,712)							
<b>ESTIMATED</b> REDEVELOPMENT PASS THRU					(8,751,901)							
total contract transfer					188,000							
<b>TOTAL ESTIMATED TAX FUNDING</b>					<b>(\$11,394,613)</b>							
3 Fire Stations									27.0	Assigned Staff		
5,270 Number of Calls									1.13	Indio Truck (12.5%)		
10.38 Assigned Medic FTE									0.60	Battalion Chief Allocation		
3 Monitors/Defibs									**	28.73 Total Assigned Staff		
3 Hazmat Stations												
4 Number of Hazmat Calls												

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

Administrative & Operational Services

- |                      |                            |
|----------------------|----------------------------|
| Finance / Accounting | Procurement                |
| Training             | Public Affairs / Education |
| 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.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 28/29 POSITION SALARIES TOP STEP**

424,655	DEPUTY CHIEF	55,000	FIRE ENGINE
419,073	DIV CHIEF	26,620	SRVDEL
350,396	BAT CHIEF	9,914	VOL DEL
298,815	CAPT	13,898	MEDIC FTE
330,385	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
263,337	ENG	7,655	BC SUPPORT
297,615	ENG/MEDIC	26,489	ECC STATION
227,505	FF II	36.51	ECC CALLS
259,074	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

**\*Cost Assumptions:**

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521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
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**EXHIBIT "B"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL AID FOR THE CITY OF LA QUINTA  
DATED JULY 1, 2024**

**PAYMENT FOR SERVICES  
ADDITIONAL SERVICES**

**A. CREDIT TO CITY**

Of the sum CITY has appropriated to provide fire protection services within the area of responsibility of CITY, COUNTY shall allow a credit to CITY in the estimated amount that represents 100% of the annual structural fire taxes collected by the County and annual Redevelopment Pass Thru Funds in excess of \$188,300 collected by COUNTY within the areas of responsibility of CITY. The amount of this credit shall be determined by the County Auditor-Controller prior to the COUNTY's billing of its claim for services with CITY as approved herein. The claim filed by COUNTY with CITY shall be those expenses in excess of the credit allowed to CITY. If the credit allowed to CITY is in excess of the expenses, any excess credit will be deposited by the COUNTY into a trust fund for future fire facilities, equipment and/or services within CITY. The procedures for use of the trust funds are outlined as follows:

**B. TRUST FUND PROCEDURES**

The excess credit deposited in a trust fund for Fiscal Year 2018/2019 and for subsequent fiscal years during the term of this Agreement shall be expended, dispersed and accounted for as follows:

The trust funds may be used for future fire facilities, equipment, or for future services, at CITY's option. CITY shall have the right to designate the use of the trust funds for one or more of these purposes.

If CITY opts to utilize the trust funds for fire facilities being constructed or rehabilitated in CITY, COUNTY shall, upon CITY's request, release the funds for that purpose to CITY, or to CITY's designee, within 30 days of receiving CITY's written notification of its option.

If CITY opts to utilize the trust funds for equipment purchase or equipment rental, COUNTY shall, upon CITY's request, release the funds for that purpose to CITY or to CITY's designee, within 30 days of receiving CITY's written notification of its option.



If CITY opts to utilize the trust funds for services, it may either request increased services or supplement the fund as a credit applied to future service costs.

The trust funds shall be maintained in an interest-bearing account. The interest earned shall be added to the amount of the trust fund.

COUNTY shall provide an annual accounting of the trust fund amount to CITY by August 1, 2021, and by August 1st of each year thereafter, during the term of this Agreement. CITY shall review the accounting within 30 days of receipt, and shall notify COUNTY of any dispute or objection thereto. CITY and COUNTY shall reconcile any dispute within 30 days thereafter.

If any amount remains in the trust funds upon the effective date of the termination of this Agreement, the funds shall be returned to CITY within 30 days of the date of the termination, unless extended. CITY agrees that the returned funds shall only be used for fire service, equipment and fire facilities.

**EXHIBIT "C"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY LA QUINTA  
DATED JULY 1, 2024**

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

	<u>FY24/25</u>	<u>FY25/26-FY28/29</u>
<b><u>Station 32</u></b> Engine E32, RCO No. 08-881 (VIN: 4S7CT2D979C066693)	\$ 36,250	\$ 55,000
<b><u>Station 70</u></b> Engine E70, RCO No. 07-851 (VIN: 4S7CTD997C055076)	\$ 36,250	\$ 55,000
<b><u>Station 93</u></b> Engine E93, RCO No. 15-835 (VIN: 4S7CT2D91EC079059)	\$ 36,250	\$ 55,000
	<b><u>\$ 108,750</u></b>	<b><u>\$165,000</u></b>

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. Replacement cost is subject to change based on current Type I Fire Engine cost. See each respective fiscal year's Exhibit "A" for current Fire Engine Use Agreement costs.

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 LA QUINTA DATED JULY 1, 2024

#### 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 and Fireworks
- Investigation of fire safety complaints
- Meeting with development applicants and customers
- Annual Business Inspection

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 Exhibit 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.