

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



ITEM: 3.38
(ID # 25541)

MEETING DATE:
Tuesday, August 27, 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 Palm Desert for one (1) year. District 4 [\$20,041,232] 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 Palm Desert; 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 "B" and Exhibit "C" of this Agreement as approve-as-to-form by County Counsel.

ACTION:


Bill Weiser, Fire Department Chief 7/12/2024

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: August 27, 2024
xc: Fire

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 20,041,232	\$ 0	\$ 20,041,232	\$ 0
NET COUNTY COST	\$ N/A	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Contract Revenue from the City of Palm Desert			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Palm Desert 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. The term of this agreement is July 1, 2024, through June 30, 2025. Since the previous signed Agreement in FY21/22, the increase in staffing are the additional positions for the CALFIRE 66-hour workweek implementation in November 2024. The total estimated contract revenue will be received annually to cover the full contract costs; with FY24/25 estimated at \$20,041,232. The revenue is subject to increase and/or decrease based on fiscal year end reconciliation of support services with actual costs to be adjusted on the 4th Quarter Invoice sent out in August following the fiscal year close.

The City of Palm Desert approved the Cooperative Agreement during the June 13, 2024, City Council Meeting.

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

Impact on Residents and Businesses

There are no changes to the contract therefore, there will be no impact on businesses or residents of the City of Palm Desert due to the renewal of this agreement. However, the language in the Agreement does state that the City may request an increase or decrease of employees or services assigned to the City with one hundred twenty (120) days' written notice to the County. All requests for changes will be evaluated by the designated Chief Officer and/or County Fire Chief to ensure that the levels of service provided to the Community are at or above the minimum standard requirements. Any concerns will be discussed with the City Representative.

SUPPLEMENTAL:

Additional Fiscal Information

This contract has no general fund impact. Fire estimates receiving \$20,041,232 for FY 24/25 in revenue. The estimated contract increase from FY23/24 Cost Estimate is 3.99%. This increase is due to the implementation by CalFire of the 66-hour work week, which will take effect November 2024, and the County cost increases in general operating costs. Contract

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

revenue from the City of Palm Desert is subject to annual cost increase. Since the previous signed Agreement in FY21/22, the only staffing change are the additional positions for the implementation of the CALFIRE 66-hour workweek.

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. The estimated contract increase from FY23/24 Cost Estimate is 3.99%. This increase is due to the implementation by CalFire of the 66-hour work week, which will take effect November 2024, and the County cost increases in general operating costs. Contract revenue from the City of Palm Desert is subject to annual cost increase. Since the previous signed Agreement in FY21/22, the increase in staffing are the additional positions for the CalFire 66-hour workweek implementation.

Geoff Pemberton

Geoff Pemberton, Chief Deputy County Fire

7/5/2024

George Trindle

George Trindle, Chief ASST COUNTY COUNSEL

8/13/2024

Rebecca S Cortez

Rebecca S Cortez, Principal Management Analyst

8/15/2024

Michelle Paradise

Michelle Paradise, ACEO

8/18/2024

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

THIS AGREEMENT ("Agreement"), made and entered into this 27 day of August, 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 Palm Desert, 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 County 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. *J* (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. *J* (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. N/A (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, 2025.

B. Seven (7) months prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

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 Palm Desert 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.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims 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 PALM DESERT
City Manager
73-510 Fred Waring Drive
Palm Desert, CA 92260

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]

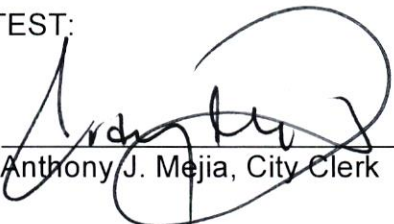
IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF PALM DESERT

Dated: June 13, 2024

By: 
Karina Quintanilla, City Mayor

ATTEST:

By: 
Anthony J. Mejia, City Clerk

APPROVED AS TO FORM:

By: 
Isra Shah, City Attorney

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

Dated: 8/27/2024

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 PALM DESERT
DATED MAY 1, 2024 FOR FY2024/2025

*See notation below for estimate assumptions

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS
STA #33							
Medic Engine			474,731	2	410,127	2	1,351,386
Medic Unit						4	933,057
STA #67							
Medic Engine	269,261	1	237,365	1	410,127	2	1,383,282
Medic Unit				267,899	1	3	967,691
STA #71							
Medic Engine	269,261	1	237,365	1	410,127	2	1,383,282
Medic Unit						4	933,057
Medic Squad			474,731	2		2	941,259
STA #55							
Medic Unit						4	933,057
Fixed Relief			237,365	1	205,064	1	1,142,221
Vac. Relief-Engine			237,365	1		5	1,403,686
66-HR Workweek	269,261	1	949,461	4			1,218,723
SUBTOTALS	807,784		2,848,384		1,435,445	7,231,189	\$12,590,701
SUBTOTAL STAFF	3		12	1	7	31	54
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)							
Administrative/Operational (Schedule A)			26,620	per assigned Staff **			1,468,337 55.16
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	463,766 32
Battalion Chief Support (Schedule D)			7,655	per Fire Station Staff			413,343 54
ECC Support (Schedule E)			36.51	per Call and	26,489	per Station	499,572
Fleet Support (Schedule F)			81,675	per Fire Suppression Equip			326,701 4
Comm/IT Support (Schedule G)			38.08	per Call and	27,633	per Station	521,125
Hazmat Support (Schedule I)			3,151	per Call and	11,857	per Station	62,868
SUPPORT SERVICES ESTIMATE SUBTOTAL							3,765,626
DIRECT CHARGES							
FIRE ENGINE USE AGREEMENT				36,250	each engine		108,750 3
TOTAL ESTIMATED CITY BUDGET							\$16,791,085
* PALM DESERT ESTIMATED FIRE TAX CREDIT							(11,402,490)
NET ESTIMATED CITY BUDGET							\$5,388,596
* STRUCTURAL FIRE TAXES							(3,926,746)
ESTIMATED REDEVELOPMENT PASS THRU							(8,428,422)
total contract transfer							952,678
TOTAL ESTIMATED TAX FUNDING							(\$11,402,490)

*The City of Palm Desert will be responsible for the Medic Unit at Indian Wells Station 55 and all maintenance and personnel costs associated there with.

**City of Palm Desert Truck 33 is on separate Exhibit "A-1" per Chief's request 101409.

** (PCA 37102)

3	Fire Stations	54.00	Assigned Staff
11,507	Number of Calls	1.16	Battalion Chief Allocation
32	Assigned Medic FTE	** 55.16	Total Assigned Staff
7	Monitors/Defibs		
3	Hazmat Stations		
8	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 Impi
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supplie
520800	Household Expense	522870	Other Medical Care Ma
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fixed
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-Building

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF PALM DESERT TRUCK 33
DATED MAY 1, 2024 FOR FY2024/2025

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
STA #33								
Truck 33	807,784	3	712,096	3	1,230,381	6	2,750,262	12
SUBTOTALS	807,784		712,096		1,230,381		<u>2,750,262</u>	
SUBTOTAL STAFF	3		3		6			12
SUPPORT SERVICES <i>ESTIMATE</i> (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)				26,620	per assigned Staff **		326,356	12.26
Battalion Chief Support (Schedule D)				7,655	per Fire Station Staff		91,854	12
Fleet Support (Schedule F)				81,675	per Fire Suppression Equip		81,675	1
SUPPORT SERVICES <i>ESTIMATE</i> SUBTOTAL							<u>499,886</u>	
<i>ESTIMATED</i> TRUCK BUDGET							<u><u>3,250,147</u></u>	

** (PCA 37121) Assigned Staff

12 Assigned Staff
0.26 Battalion Chief Allocation
** 12.26 Total Assigned Staff

SUPPORT SERVICES (Fire Cost Allocation)

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

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

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that don 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
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FY 24/25 DIRECT BILL ACCOUNT CODE

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521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "B"

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

**PAYMENT FOR SERVICES
ADDITIONAL TERMS**

Of the sum CITY has appropriated to provide for protection services within the area of responsibility of the CITY, COUNTY shall allow a credit to CITY in the estimated amount that represents 100% of the Structural Fire Taxes and Redevelopment Pass Thru Funds in excess of \$952,678 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 COUNTY's billing of its claim for services with CITY as provided herein. The claim filed by COUNTY with CITY shall be those expenses in excess of the credit allowed to CITY.

COUNTY shall make a claim to CITY for the 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 20, 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 MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY PALM DESERT
DATED JULY 1, 2024**

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

Station 33

Engine E33, RCO No. 15-844 (VIN: 4S7CT2D91EC079062)

Station 67

Engine E67, RCO No. 08-880 (VIN: 4S7CT2D919C066706)

Station 71

Engine E71, RCO No. 19-803 (VIN: 4S9BDETA5JB419245)

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.