

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



ITEM: 3.18
(ID # 29041)

MEETING DATE:
Tuesday, October 28, 2025

FROM : FIRE DEPARTMENT

SUBJECT: FIRE DEPARTMENT: Approval and Ratification of the Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services between the County of Riverside and the City of Banning for three (3) years. District 5 [\$16,163,658 100% 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 Banning;
2. Authorize the Chair of the Board to execute this Cooperative Agreement on behalf of the County; and
3. Authorize the Chief Deputy of County Fire 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

10/16/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: October 28, 2025
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	\$ 5,171,223	\$ 5,384,334	\$ 16,163,658	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: Contract Revenue from the City of Banning subject to annual cost increases.			Budget Adjustment: No	
			For Fiscal Year: 25/26–27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Banning desires to continue contracting for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services with the Riverside County Fire Department, and as such, the City of Banning and Riverside County have reached an agreement as to the level of service to be provided to the City. The level of service provided in the Cooperative Agreement includes additional Office of the Fire Marshal personnel from the previous Agreement, approved by the Board of Supervisors on June 22, 2021, Item #3.15. The new Agreement includes a Supervising Fire Marshal and Fire Permit Technician.

The term of this amendment is July 1, 2025, through June 30, 2028. The total estimated contract revenue, to be received annually to cover full contract costs, is projected as follows: FY25/26 estimated at \$5,171,223; FY26/27 estimated at \$5,384,334, and FY27/28 estimated at \$5,608,101. Please note that these amounts are subject to adjustment based on the fiscal year–end reconciliation of support services. Actual costs will be reflected and adjusted on the fourth quarter invoice, issued in August following the close of each fiscal year.

The City of Banning approved the Cooperative Agreement on October 2, 2025.

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

Impact on Residents and Businesses

There will be no impact on businesses or residents of the City of Banning due to the renewal of this agreement. The agreement includes language that allows the City to request changes to the number of employees or services provided, with a minimum of one hundred twenty (120) days' written notice to the County. Any such requests will be evaluated by the designated Chief Officer and/or County Fire Chief to ensure that the service levels remain at or above the minimum standards required. Any concerns or issues will be discussed with the City's designated representative.

SUPPLEMENTAL:

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

Additional Fiscal Information

This agreement has no general fund impact. The total estimated contract revenue, to be received annually to cover full contract costs, is projected as follows: FY25/26 estimated at \$5,171,223; FY26/27 estimated at \$5,384,334, and FY27/28 estimated at \$5,608,101. The estimated contract increase from FY24/25 Cost Estimate is 12.18%. The increase is due to the implementation by CAL FIRE of the 66-hour workweek which took effect November 2024, adding one (1) Fire Captains and the additional Office of the Fire Marshal personnel. Please note that these amounts are subject to adjustment based on the fiscal year-end reconciliation of support services. Actual costs will be reflected and adjusted on the fourth quarter invoice, issued in August following the close of each fiscal year.

Contract History and Price Reasonableness

The City of Banning has been contracting for Riverside County Fire Service since 1998. The current agreement with the City of Banning was approved by the Board of Supervisors on June 22, 2021, Item #3.15. Since that time, CAL FIRE implemented a 66-hour workweek resulting in additional CAL FIRE personnel and additional Office of the Fire Marshal personnel being added.

 _____ Geoff Pemberton, Chief Deputy County Fire	10/9/2025	 _____ Rebecca S Cortez, Principal Management Analyst	10/20/2025
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 _____ Michelle Paradise, ACEO	10/20/2025
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 _____ Aaron Gettis, Chief of Deputy County Counsel	10/16/2025
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**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL,
HAZMAT, AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING**

THIS AGREEMENT ("Agreement"), made and entered into this 28 day of OCT, 2025, 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 Banning, 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 via the Cooperative Agreement between the COUNTY and CAL FIRE.

C. The Chief Deputy of 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, but is not limited to, staffing challenges and equipment availability. The

OCT 28 2025 3.18

*Cooperative Fire Agreement
City of Banning
July 1, 2025 to June 30, 2028*

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 Riverside County Board of Supervisors, 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 Riverside County Board of Supervisors, 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 the appropriate amendment(s) to Exhibits "A," "C," and "D" approved by the parties hereto.

E. Chief Deputy of County Fire, as the COUNTY Contract Administrator, is authorized to negotiate and execute any amendments to Exhibit "A", Exhibit "C", or Exhibit "D" 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," "C," or "D" on behalf of CITY.

F. N/A [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" Payment for Services Additional Terms are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. DS
AV [X] (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. DS
AV [X] (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 Marshal 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 of 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 based upon the County Board of Supervisors Approved Fire Department Cost Recovery rates.

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 fund direct Fire Marshal personnel 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, aerial apparatus, patrol (Type VI), or light vehicle is requested by the CITY for temporary operational use, the COUNTY Fire Chief or Chief Deputy of County Fire may allow use of a COUNTY squad, aerial apparatus, 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 based upon the County Board of Supervisors Approved Fire Department Cost Recovery rates.

L. In the event that a CITY elects to fund additional COUNTY positions not associated with Fire Marshal services, the positions will be outlined in the Exhibit "A." Costs shall include, but are not limited to, IT, Communication, Uniforms, and general field supplies. All costs, including salaries and benefits, will be included in each quarterly invoice as outlined in Section III, Paragraph C.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2025, to June 30, 2028.

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

Code section 13052. 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 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 the 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 Banning 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 Deputy of County Fire
210 West San Jacinto Avenue
Perris, CA 92570

CITY OF BANNING

City Manager
City Banning
99 East Ramsey Street
Banning, CA 92220-0998

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 a public agency, COUNTY is 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 BANNING

Dated: 10/2/2025

By: Arturo Vela
Arturo Vela, Interim City Manager

ATTEST:

By: Sandra Calderon
Sandra Calderon,
Acting Administrative City Clerk

APPROVED AS TO FORM:

By: Phaedra Norton
John Pinkney, City Attorney

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

Dated: OCT 28 2025

By: V. Manuel Perez
Chair, Board of Supervisors
V. MANUEL PEREZ

ATTEST:

KIMBERLY A. RECTOR
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

MINH C. TRAN,
County Counsel

By: [Signature]
MELISSA R. CUSHMAN
Supervising Deputy County Counsel

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
MEDICAL EMERGENCY FOR THE CITY OF BANNING
DATED APRIL 1, 2025 FOR FY2025/2026 THRU FY2027/2028

CITY BUDGETED EXHIBIT "A" ESTIMATE

FISCAL YEAR 2025/2026	\$5,171,223
FISCAL YEAR 2026/2027	\$5,384,334
FISCAL YEAR 2027/2028	\$5,608,101
TOTAL CITY BUDGET ESTIMATE FOR FY2025/2026 THRU FY2027/2028	<u>\$16,163,658</u>

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
 FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
 MEDICAL EMERGENCY FOR THE CITY OF BANNING
 DATED APRIL 1, 2025 FOR FY2025/2026

**See notation below for estimate assumptions*

	CAPTAIN	CAPTAIN MEDICS	ENGINEER	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS			
STA #20										
Medic Engine	*0	2		*0	1	*0	2	*0	9	
STA #89										
Medic Engine	314,369	1	552,726	2	477,887	2	806,261	3	2,151,244	8
66-HR Workweek	314,369	1							314,369	1
SUBTOTALS	628,739		552,726		477,887	806,261			2,465,613	
SUBTOTAL STAFF	2		2		2	3			9	
FIRE SAFETY SPECIALIST (PCN 00126230)				201,261	each				201,261	1
SUPERVISING FIRE MARSHAL (PCN 00145234)				235,306	each				235,306	1
FIRE PERMIT TECHNICIAN (PCN 00145234)				119,798	each				119,798	1
SUBTOTAL									\$556,365	12
SUPPORT SERVICES (Fire Cost Allocation Plan)										
Administrative/Operational (Schedule A)			27,783	per assigned Staff **					255,323	9.19
Volunteer Program (Schedule B)			10,581	per Entity Allocation					10,581	1
Medic Program (Schedule C)			17,040	Medic FTE and	5,251	per Defib			61,623	3
Battalion Chief Support (Schedule D)			7,681	per Fire Station Staff					69,132	9
ECC Support (Schedule E)			42.54	per Call and	31,582	per Station			270,990	
Fleet Support (Schedule F)			97,527	per Fire Suppression Equip					195,054	2
Comm/IT Support (Schedule G)			43.02	per Call and	31,935	per Station			274,064	
Hazmat Support (Schedule I)			3,920.50	per Call and	11,663	per Station			39,283	
SUPPORT SERVICES SUBTOTAL									1,176,051	
DIRECT CHARGES									64,189	
FIRE ENGINE USE AGREEMENT				43,350	each engine				86,700	2
COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT									822,305	
*Engine 20 Staffing on separate additional Exhibit "A"										
TOTAL STAFF COUNT										12
TOTAL ESTIMATED CITY BUDGET									\$5,171,223	

1.5	Fire Stations	9.0	Assigned Staff	
5,257	Number of Calls	0.19	Battalion Chief Allocation	
3	Assigned Medic FTE	**	9.19	Total Assigned Staff
2	Monitors/Defibs			
1.5	Hazmat Stations			
5	Number of Hazmat Calls			

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Public Affairs / Education
Training	Procurement
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

SUPPORT SERVICES (Fire Cost Allocation Plan) cont.

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

438,060	DEPUTY CHIEF	43,350	FIRE ENGINE
432,237	DIV CHIEF	27,783	SRVDEL
369,557	BAT CHIEF	10,581	VOL DEL
314,369	CAPT	17,040	MEDIC FTE
318,132	CAPT MEDIC	5,251	MEDIC MONITORS/DEFIBS REPLACEMENT
276,363	ENG	7,681	BC SUPPORT
309,825	ENG/MEDIC	31,582	ECC STATION
238,944	FF II	42.54	ECC CALLS
268,754	FF II/MEDIC	97,527	FLEET SUPPORT
150,349	ADMIN SVCS ANALYST II	31,935	COMM/IT STATION
126,332	ADMIN SVCS ASST	43.02	COMM/IT CALLS
239,655	DEPUTY FIRE MARSHAL	1,806	FACILITY STATION
178,120	EMERGENCY MEDICAL SERVICE SPEC	426.00	FACILITY FTE
137,794	EXECUTIVE ASSISTANT II	11,663	HAZMAT STATION
119,798	FIRE PERMIT TECHNICIAN	3,920.50	HAZMAT CALLS
140,079	FIRE PREVENTION TECHNICIAN	2,186	HAZMAT VEHICLE REPLACEMENT
201,261	FIRE SAFETY SPECIALIST		
183,598	FIRE SYSTEMS INSPECTOR		
110,917	OFFICE ASSISTANT III		
235,306	SUPERVISING FIRE MARSHAL		

***Cost Assumptions:**

- All Salaries based on Salary, Pay Differentials, and Operating Expenses Schedule FY 2025-2026 Dated February 6, 2025
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2025-26 dated January 2025 Preliminary
- Projected increase of 10% to Safety & Non-Safety Staff and Support Services from previous FY24/25.

FY 25/26 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and
520300	Pager Service	522360	Maint-Exterminatio
520320	Telephone Service	522860	Medical-Dental Sup
520800	Household Expense	522870	Other Medical Care
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Perr
520830	Laundry Services	523680	Office Equip Non F
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognitio
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-Utilitie
521680	Maint-Underground Tanks	542060	Improvements-Buil

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
 FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
 MEDICAL EMERGENCY FOR THE CITY OF BANNING
 DATED APRIL 1, 2025 FOR FY2026/2027

**See notation below for estimate assumptions*

	CAPTAIN	CAPTAIN MEDICS	ENGINEER	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS
STA #20							
Medic Engine	*0	2		*0	1	*0	3
STA #89							
Medic Engine	330,088	1	580,362	2	501,782	2	846,574
66-HR Workweek	330,088	1					330,088
SUBTOTALS	660,176		580,362		501,782	846,574	2,588,894
SUBTOTAL STAFF	2		2		2	3	9
FIRE SAFETY SPECIALIST (PCN 00126230)				211,324	each		211,324
SUPERVISING FIRE MARSHAL (PCN 00145234)				247,071	each		247,071
FIRE PERMIT TECHNICIAN (PCN 00145234)				125,788	each		125,788
SUBTOTAL							\$584,184
SUPPORT SERVICES (Fire Cost Allocation Plan)							
Administrative/Operational (Schedule A)			29,172	per assigned Staff **			268,089
Volunteer Program (Schedule B)			11,110	per Entity Allocation			11,110
Medic Program (Schedule C)			17,892	Medic FTE and	5,514	per Defib	64,704
Battalion Chief Support (Schedule D)			8,065	per Fire Station Staff			72,588
ECC Support (Schedule E)			44.66	per Call and	33,161	per Station	284,540
Fleet Support (Schedule F)			102,403	per Fire Suppression Equip			204,807
Comm/IT Support (Schedule G)			45.17	per Call and	33,532	per Station	287,767
Hazmat Support (Schedule I)			4,116.52	per Call and	12,246	per Station	41,248
SUPPORT SERVICES SUBTOTAL							1,234,853
DIRECT CHARGES							67,399
FIRE ENGINE USE AGREEMENT				43,350	each engine		86,700
COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT							822,305
*Engine 20 Staffing on separate additional Exhibit "A"							
TOTAL STAFF COUNT							12
TOTAL ESTIMATED CITY BUDGET							\$5,384,334

1.5 Fire Stations	9.0 Assigned Staff
5,257 Number of Calls	0.19 Battalion Chief Allocation
3 Assigned Medic FTE	** 9.19 Total Assigned Staff
2 Monitors/Defibs	
1.5 Hazmat Stations	
5 Number of Hazmat Calls	

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Public Affairs / Education
Training	Procurement
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

SUPPORT SERVICES (Fire Cost Allocation Plan) cont.

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

459,963	DEPUTY CHIEF	43,350	FIRE ENGINE
453,848	DIV CHIEF	29,172	SRVDEL
388,035	BAT CHIEF	11,110	VOL DEL
330,088	CAPT	17,892	MEDIC FTE
334,039	CAPT MEDIC	5,514	MEDIC MONITORS/DEFIBS REPLACEMENT
290,181	ENG	8,065	BC SUPPORT
325,317	ENG/MEDIC	33,161	ECC STATION
250,891	FF II	44.66	ECC CALLS
282,191	FF II/MEDIC	102,403	FLEET SUPPORT
157,866	ADMIN SVCS ANALYST II	33,532	COMM/IT STATION
132,649	ADMIN SVCS ASST	45.17	COMM/IT CALLS
251,638	DEPUTY FIRE MARSHAL	1,897	FACILITY STATION
187,026	EMERGENCY MEDICAL SERVICE SPEC	447.30	FACILITY FTE
144,684	EXECUTIVE ASSISTANT II	12,246	HAZMAT STATION
125,788	FIRE PERMIT TECHNICIAN	4,116.52	HAZMAT CALLS
147,083	FIRE PREVENTION TECHNICIAN	2,295	HAZMAT VEHICLE REPLACEMENT
211,324	FIRE SAFETY SPECIALIST		
192,778	FIRE SYSTEMS INSPECTOR		
116,463	OFFICE ASSISTANT III		
247,071	SUPERVISING FIRE MARSHAL		

***Cost Assumptions:**

- Projected 5% salaries increase based on Salary, Pay Differentials, and Operating Expenses Schedule FY 2025-2026 Dated February 6, 2025
- Projected 5% salaries increase based on Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2025-26 dated January 2025 Preliminary
- Projected 5% salaries increase based on Safety & Non-Safety Staff and Support Services from previous FY25/26.

FY 26/27 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and
520300	Pager Service	522360	Maint-Exterminatio
520320	Telephone Service	522860	Medical-Dental Sur
520800	Household Expense	522870	Other Medical Care
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Perr
520830	Laundry Services	523680	Office Equip Non F
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognitio
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-Utilitie
521680	Maint-Underground Tanks	542060	Improvements-Buil

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
 FIRE PREVENTION, RESCUE, FIRE MARSHAL, HAZMAT AND
 MEDICAL EMERGENCY FOR THE CITY OF BANNING
 DATED APRIL 1, 2025 FOR FY2027/2028

**See notation below for estimate assumptions*

	CAPTAIN	CAPTAIN MEDICS	ENGINEER	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS
STA #20							
Medic Engine	*0	2	*0	1	*0	1	*0 9
STA #89							
Medic Engine	346,592	1	609,380	2	526,871	2 888,903	3 2,371,746 8
66-HR Workweek	346,592	1					346,592 1
SUBTOTALS	693,184		609,380		526,871	888,903	2,718,338
SUBTOTAL STAFF	2		2		2	3	9
FIRE SAFETY SPECIALIST (PCN 00126230)				221,891	each		221,891 1
SUPERVISING FIRE MARSHAL (PCN 00145234)				259,425	each		259,425 1
FIRE PERMIT TECHNICIAN (PCN 00145234)				132,078	each		132,078 1
SUBTOTAL							\$613,393 12
SUPPORT SERVICES (Fire Cost Allocation Plan)							
Administrative/Operational (Schedule A)			30,630	per assigned Staff **			281,494 9.19
Volunteer Program (Schedule B)			11,665	per Entity Allocation			11,665 1
Medic Program (Schedule C)			18,787	Medic FTE and	5,790	per Defib	67,939 3
Battalion Chief Support (Schedule D)			8,469	per Fire Station Staff			76,218 9
ECC Support (Schedule E)			46.90	per Call and	34,819	per Station	298,767
Fleet Support (Schedule F)			107,524	per Fire Suppression Equip			215,047 2
Comm/IT Support (Schedule G)			47.43	per Call and	35,209	per Station	302,156
Hazmat Support (Schedule I)			4,322.35	per Call and	12,859	per Station	43,310
SUPPORT SERVICES SUBTOTAL							1,296,596
DIRECT CHARGES							70,769
FIRE ENGINE USE AGREEMENT				43,350	each engine		86,700 2
COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT							822,305
*Engine 20 Staffing on separate additional Exhibit "A"							
TOTAL STAFF COUNT							12
TOTAL ESTIMATED CITY BUDGET							\$5,608,101

1.5 Fire Stations	9.0 Assigned Staff
5,257 Number of Calls	0.19 Battalion Chief Allocation
3 Assigned Medic FTE	** 9.19 Total Assigned Staff
2 Monitors/Defibs	
1.5 Hazmat Stations	
5 Number of Hazmat Calls	

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Public Affairs / Education
Training	Procurement
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

SUPPORT SERVICES (Fire Cost Allocation Plan) cont.

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

482,961	DEPUTY CHIEF	43,350	FIRE ENGINE
476,541	DIV CHIEF	30,630	SRVDEL
407,437	BAT CHIEF	11,665	VOL DEL
346,592	CAPT	18,787	MEDIC FTE
350,741	CAPT MEDIC	5,790	MEDIC MONITORS/DEFIBS REPLACEMENT
304,690	ENG	8,469	BC SUPPORT
341,582	ENG/MEDIC	34,819	ECC STATION
263,435	FF II	46.90	ECC CALLS
296,301	FF II/MEDIC	107,524	FLEET SUPPORT
165,760	ADMIN SVCS ANALYST II	35,209	COMM/IT STATION
139,281	ADMIN SVCS ASST	47.43	COMM/IT CALLS
264,219	DEPUTY FIRE MARSHAL	1,991	FACILITY STATION
196,377	EMERGENCY MEDICAL SERVICE SPEC	469.66	FACILITY FTE
151,918	EXECUTIVE ASSISTANT II	12,859	HAZMAT STATION
132,078	FIRE PERMIT TECHNICIAN	4,322.35	HAZMAT CALLS
154,438	FIRE PREVENTION TECHNICIAN	2,410	HAZMAT VEHICLE REPLACEMENT
221,891	FIRE SAFETY SPECIALIST		
202,417	FIRE SYSTEMS INSPECTOR		
122,286	OFFICE ASSISTANT III		
259,425	SUPERVISING FIRE MARSHAL		

***Cost Assumptions:**

- Projected 5% salaries increase based on FY26/27 Safety Salaries Cost Estimate
- Projected 5% salaries increase based on FY26/27 Benefits and Admin Fee Cost Estimate
- Projected 5% salaries increase based on Non-Safety Staff and Support Services from FY25/26.

FY 27/28 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and
520300	Pager Service	522360	Maint-Exterminatio
520320	Telephone Service	522860	Medical-Dental Sup
520800	Household Expense	522870	Other Medical Care
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Perr
520830	Laundry Services	523680	Office Equip Non F
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognitio
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-Utilitie
521680	Maint-Underground Tanks	542060	Improvements-Buil

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
DATED JULY 1, 2025**

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

Station 20

Engine E20, RCO No. 16-847 (VIN: 4S7CT2D93HC081447) \$ 43,350.00

Station 89

Engine E89, RCO No. 22-8400 (VIN: 4S9AEETB1NS559882) \$ 43,350.00

\$ 86,700.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) was initially purchased by the CITY, and then the CITY elects to have the COUNTY take ownership of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s).

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 must transfer title of said fire engine(s) to the COUNTY. When 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).

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 (per ACO standard practice manual) to the fire engine(s) listed above will be the responsibility and paid for by the owner of said fire engine(s).

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).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$867,000. The cost is based on the actual costs for Type I Fire Engines. 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, HAZAMAT
RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING
DATED JULY 1, 2025**

**PAYMENT FOR ADDITIONAL SERVICES
OFFICE OF THE FIRE MARSHAL AGREEMENT**

The Fire Marshal Agreement is utilized in the event a CITY elects to fund COUNTY Fire Marshal personnel to perform the duties of the Office of the Fire Marshal. The COUNTY Chief Deputy will assign a COUNTY Manager as the Office of the Fire Marshal Liaison ("OFM Liaison"). The Chief Deputy may delegate certain authority to the OFM Liaison, as the Fire Marshal's duly authorized designee and the OFM Liaison shall be responsible for directing the Fire Marshal Services provided to CITY as set forth in this Exhibit "D."

The Fire Marshal duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -

- Review Planning and Development Cases for the CITY
- Review and inspection of construction development for the CITY
- State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
- Review, Permitting and Inspection of Special Events
- Investigation of fire safety complaints
- Meeting with development applicants and customers
- Business inspections

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
- 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 services provided, CITY shall provide (120) 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 (60) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all operating equipment and supplies for each position in accordance with COUNTY requirements and/or standards. The equipment and supplies include, but are not limited to the following:

The CITY or COUNTY shall provide, unless otherwise agreed upon:

- Office space
- Furniture
- General & field supplies
- Training

The COUNTY shall provide, unless otherwise agreed upon, at the expense of the CITY:

- Vehicle and regular maintenance
- All IT and Communication tools (such as cell phone, computer, software licensing, etc.)
- Uniforms

The equipment and supplies provided by COUNTY shall be based upon the County Board of Supervisors Approved Fire Department Cost Recovery rates or actual costs when absent of a specific rate. 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.