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

THIS AGREEMENT, made and entered into this 22 day of 12022, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "COUNTY") and the City of Temecula, a duly created city (hereinafter referred to as "CITY"), whereby it is agreed as follows:

## SECTION I: PURPOSE

- A. The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code section § 55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.
- B. This Agreement is also to outline the cost sharing of the fire engine personnel assigned to Fire Station 95 Roripaugh between the CITY and COUNTY. The CITY and COUNTY agree that the Roripaugh fire engine currently provides services to the City of Temecula as well as to the unincorporated territory of the County. The Agreement includes the following as set forth in the Exhibit "A":
  - The COUNTY will pay for one (1) Fire Captain, one (1) Engineer, one (1)
     Firefighter II, one (1) Medic Firefighter II and one-half (1/2) Fleet Support
     costs in the fiscal years set forth in the Exhibit "A."
  - 2) The CITY will own and maintain the Fire Station.
  - The cost share will be re-evaluated by both the CITY and the COUNTY at the end of the Agreement period prior to any extension or renewal.

## SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors or his/her designee (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement, and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A," attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon

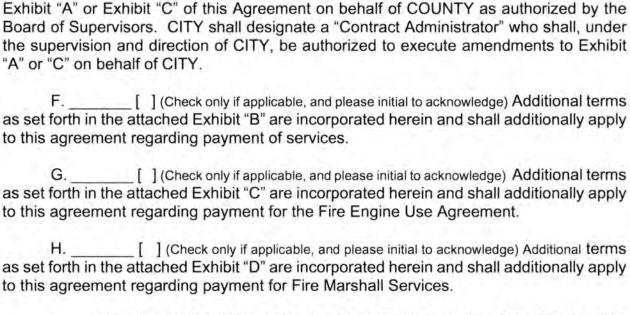
those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

- B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee, and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A."
- C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

## SECTION III: PAYMENT FOR SERVICES

- A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.
- B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days' written notice of the proposed, requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.
- C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code section § 51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.
- D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the

funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibits "A" and "C" approved by the parties hereto.



Chief may be authorized to negotiate and execute any amendments to

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Two Thousand Fifty-Five Dollars (\$2,055) per day; or Fourteen Thousand Three Hundred Eighty-Four Dollars (\$14,384) per week.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 and at a cost to the developer as outlined in COUNTY Ordinance No. 671 (Establishing Consolidated Fees for Land Use and Related Functions).

## SECTION IV: INITIAL TERM AND AMENDMENT

- A. The term of this Agreement shall be from July 1, 2022, to June 30, 2025.
- B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

## SECTION V: TERMINATION

During the term of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code, § 55603.5.

## SECTION VI: COOPERATIVE OPERATIONS

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

## SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code section 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

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

## SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, Riverside County Ordinance No. 787, Section 5.E.2., and California Fire Code, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. Additionally, COUNTY may bring action for collection to any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code section 53150 et seq., as may be amended from time to time. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such actions for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code section 13009 to the officer designated by CITY.

## SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

## SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Temecula from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

## SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or

otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or by CAL FIRE any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission related to the Services performed under this Agreement of COUNTY, CAL FIRE, their officers, employees, subcontractors, agents, or representatives or willful misconduct of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission or willful misconduct of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

## SECTION XII: AUDIT

- A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7, Pub. Contract Code, § 10115 et seq., CCR Title 2, § 1896).
  - B. Each party shall bear its own costs in performing a requested audit.

## SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. 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 made against the COUNTY that involve CAL FIRE employees, to the extent permissible under the COUNTY's contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

## SECTION XIV: ATTORNEY'S FEES

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

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

## SECTION XV: DELIVERY OF NOTICES

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

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

CITY OF TEMECULA City Manager City of Temecula 41000 Main Street Temecula, CA 92590

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

## SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

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

	CITY OF TEMECULA
Dated: July 5, 2022	By: Matt Rahn, City Mayor
ATTEST:	APPROVED AS TO FORM:
By: Randi Johl, City Clerk	By: Mulhouse Peter Thorson, City Attorney
	COUNTY OF RIVERSIDE
Dated:	By: Chair, Board of Supervisors
ATTEST: KECIA HARPER Clerk of the Board	APPROVED AS TO FORM: OFFICE OF COUNTY COUNSEL, COUNTY OF RIVERSIDE
By: Deputy	By:  MELISSA R. CUSHMAN  Deputy County Counsel

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

	CITY OF TEMECULA
Dated:	By: Maryann Edwards, City Mayor
ATTEST:	APPROVED AS TO FORM:
By: Randi Johl, City Clerk	By: Peter Thorson, City Attorney
	COUNTY OF RIVERSIDE
Dated: JUL 2 6 2022	By: Jews Jews Chair, Board of Supervisors JEFF HEWITT
ATTEST: KECIA HARPER Clerk of the Board	APPROVED AS TO FORM: OFFICE OF COUNTY COUNSEL, COUNTY OF RIVERSIDE
By: Constitute Rasson	By: MELISSA R. CUSHMAN Deputy County Counsel

## EXHIBIT "A"

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

## CITY BUDGET COST ESTIMATE (with Tax Credit)

FISCAL YEAR 2024/2025

FISCAL YEAR 2022/2023	\$8,965,201
FISCAL YEAR 2023/2024	\$9,355,333
FISCAL YEAR 2024/2025	\$10,289,755
TOTAL CITY BUDGET <b>ESTIMATE</b> FOR FY2022/2023 THRU FY2024/2025	\$28,610,289
CITY BUDGET COST ESTIMATE (without Tax Credit)	
FISCAL YEAR 2022/2023	\$18,875,430
FISCAL YEAR 2023/2024	\$19,265,562

TOTAL CITY BUDGET **ESTIMATE** FOR FY2022/2023 THRU FY2024/2025

\$20,199,983

\$58,340,974

## EXHIBIT "A"

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

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

#### \*See notation below for estimate assumptions

	CAPTAINS		CAPTAIN MEDICS	ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	ŀ	
STA #12														
Medic Engine STA #73	537,000	2		470,923	2			413,710	2	474,065	2	1,895,698	8	
Medic Engine	537,000	2		235,462	1	268,708	1	413,710	2	474,065	2	1,928,945	8	
(Truck Co.)	805,500	3		706,385	3			620,565	3	711,097	3	2,843,547	12	Ĺ
STA #84 Medic Engine STA #92	537,000	2		470,923	2			413,710	2	474,065	2	1,895,698	8	
Medic Engine STA #95	537,000	2		235,462	1	268,708	1	413,710	2	474,065	2	1,928,945	8	
Medic Engine	0	0		235,462	1	268,708	7	413,710	2	237,032	1	1,154,913	5	
County Staffing	0*	1						0*		0*	1	0	2	
Fixed Relief	268,500	1				268,708	1	206,855	7	237,032	1	981,096	4	
Vac. Relief - Engine		1		235,462	1	537,417		413,710	2		1	1,692,121	7	
	S 3,490,500			2,590,078		1,612,251	6	3,309,682	16	3,318,452	10	\$14,320,963	62	
5081	OTAL STAFF	14			11		0		16		15		02	
BATTALION CHIE						316,465						316,465	1	
CAPTAIN MEDIC						304,832						304,832	1	
FIRE SAFETY SU				0.101.101		179,153						179,153	1	
FIRE SAFETY SF						167,029 146,067						334,058	3	
FIRE STSTEMS I	SUBTOTAL		00006972, 00133	413, 00131566)		140,007	66	icii				\$1,572,709	70	_
SUPPORT SERV	ICES (Fire Co.	st A	llocation Plan	n)										
3317 3117 3211			Operational (S			18,139	pe	er assigned S	taff	**		1,124,618	62	
			am (Schedule I					er Entity Alloc				9,540	1	_
	Medic Progr	am	(Schedule C)			dic FTE and		2,701				258,466	20	Ē
	ECC Suppo			35.25	per	Call and		21,621				401,925		
	Fleet Suppo						p€	er Fire Suppre				332,555	5.0	)
			ort (Schedule G			Call and		25,735				478,339		_
SUPPORT SERV	Hazmat Sup			1,331	per	Call and	_	5,286	per	Station		52,387	_	_
		AL										\$2,657,831		
DIRECT CHARGE FIRE ENGINE US		UT				26 250	0.0	ich engine				142,677 181,250	5	
FIRE ENGINE 03						36,230	00	ich engine				101,250	3	
	TOTAL STA		COUNT ATED CITY B	UDGET								\$18,875,430	70	
	* TEMECULA	ES	TIMATED FI	RE TAX CREDI	T							(\$9,910,228)		
	NET ESTIM	ATE	CITY BUD	GET								\$8,965,201		
	* STRUCTUR	AL	FIRE TAXES		511	(8,886,861)								

ESTIMATED REDEVELOPMENT PASS THRU

(1,023,367)

TOTAL TAX FUNDING

(8,886,861)

(1,023,367)

(\$9,910,228)

4.5 Fire Stations

8,642 Number of Calls

20 Assigned Medic FTE 6 Monitors/Defibs

4.5 Hazmat Stations

20 Number of Hazmat Calls

62.00 Assigned Staff

2.0 Batt. Chief/Capt. Medic Support

(2.0) County Funded

62.00 Total Assigned Staff

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

Administrative & Operational Services

Finance / Accounting Public Affairs / Education

Training Procurement
Data Processing Fire Fighting Equip.
Personnel Office Supplies/Equip.

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

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

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

Emergency Command Center Support - Dispatch services costs

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

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

### FY 22/23 POSITION SALARIES TOP STEP (per assumptions below)

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

#### \*Cost Assumptions:

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

#### FY 22/23 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

## EXHIBIT "A"

## TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF TEMECULA DATED MARCH 1, 2022 FOR FY2023/2024

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

## \*See notation below for estimate assumptions

	CAPTAINS		APTAIN MEDICS	ENGINEERS		ENGINEER MEDICS		FF II	e 3	FFII MEDICS		TOTALS	
STA #12													
Medic Engine STA #73	563,850	2		494,469	2			434,396	2	497,768	2	1,990,483	8
Medic Engine	563,850	2		247.235	1	282,144	7	434.396	2	497,768	2	2.025.392	8
(Truck Co.)	845,775	3		741,704	3	2.35.		651,594	3	30.2	3	2,985,725	12
STA #84													
Medic Engine STA #92	563,850	2		494,469	2			434,396	2	497,768	2	1,990,483	8
Medic Engine STA #95	563,850	2		247,235	1	282,144	1	434,396	2	497,768	2	2,025,392	8
Medic Engine	0	0		0	0	282,144	1	217,198	1	248,884	1	748,226	3
County Staffing	0*	1		0*	1	227.0		0*	1		1	0	4
Fixed Relief	281,925	1				282.144	1	217,198	4	248,884	1	1,030,151	4
Vac. Relief - Engine		1		247,235	1	564,288		434,396	2		1	1,776,727	7
SUBTOTALS	3,665,025			2,472,347		1,692,863		3,257,968		3,484,375		\$14,572,578	
SUBTO	TAL STAFF	14			11		6		16		15		62
BATTALION CHIE	F					332,288	ea	ch				332,288	1
CAPTAIN MEDIC						320,074						320,074	7
FIRE SAFETY SU	PERVISOR (F	PCN 1	10077)			188,111						188,111	1
FIRE SAFETY SPI				0131494)		175,381						350,761	2
FIRE SYSTEMS IN						153,370						460,110	3
	SUBTOTAL											\$1,651,344	70
SUPPORT SERVI	CES (Fire Cos	st Allo	cation Plan)										
	Administrativ					19.046	pe	r assigned S	taff	**		1,142,757	60
	Volunteer Pr							er Entity Allo				10,017	1
	Medic Progra					dic FTE and		2,836				271,389	20
	ECC Suppor			37.01	per	Call and		22,702				422,021	
	Fleet Suppo						pe	r Fire Suppr				314,264	4.5
	Comm/IT Su					Call and		27,022				502,256	
المتعالد بالمالية	Hazmat Sup	port (S	Schedule I)	1,397	per	Call and	_	5,550	per	Station		55,007	
SUPPORT SERVI	CES SUBTO	TAL										\$2,717,712	
DIRECT CHARGE	S											142,677	
FIRE ENGINE USI	E AGREEMEN	TV				36,250	ea	ch engine				181,250	5
	TOTAL STA												70
	TOTAL EST	IMATE	ED CITY BU	IDGE I								\$19,265,562	=
•	TEMECULA	ESTI	MATED FIR	E TAX CREDI	T							(\$9,910,228)	
	NET ESTIM	ATED	CITY BUDG	GET								\$9,355,333	
1	STRUCTUR			ENT PASS THE	RU	(8,886,861) (1,023,367)							

4.5 Fire Stations

TOTAL TAX FUNDING

8,642 Number of Calls

20 Assigned Medic FTE

6 Monitors/Defibs 4.5 Hazmat Stations

20 Number of Hazmat Calls

62.00 Assigned Staff

2.0 Batt. Chief/Capt. Medic Support

(4.0) County Funded

60.00 Total Assigned Staff

FY23/24 EXHIBIT "A" CITY OF TEMECULA Page 4 of 7

(\$9,910,228)

## SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting Public Affairs / Education

Training Procurement
Data Processing Fire Fighting Equip.
Personnel Office Supplies/Equip.

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

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

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

Emergency Command Center Support - Dispatch services costs

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

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

#### FY 23/24 POSITION SALARIES TOP STEP (per assumptions below)

412,182	DEPUTY CHIEF	36,250	FIRE ENGINE
406,996	DIV CHIEF	19,046	SRVDEL
332,288	BAT CHIEF	10,017	VOL DEL
281,925	CAPT	12,719	MEDIC FTE
320,074	CAPT MEDIC	2,836	MEDIC MONITORS/DEFIBS REPLACEMENT
247,235	ENG	99,956	BATT DEL
282,144	ENG/MEDIC	22,702	ECC STATION
217,198	FF II	37.01	ECC CALLS
248,884	FF II/MEDIC	69,837	FLEET SUPPORT
128,305	FIRE PREVENTION TECHNICIAN	27,022	COMM/IT STATION
188,111	FIRE SAFETY SUPERVISOR	44.05	COMM/IT CALLS
175,381	FIRE SAFETY SPECIALIST	1,954	FACILITY STATION
153,370	FIRE SYSTEMS INSPECTOR	540.57	FACILITY FTE
89,924	OFFICE ASSISTANT III	5,550	HAZMAT STATION
102,310	SECRETARYI	1,397,19	HAZMAT CALLS
200,247	COUNTY DEPUTY FIRE MARSHAL	2,087	HAZMAT VEHICLE REPLACEMENT

#### \*Cost Assumptions:

#### FY 23/24 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2022-2023 Dated January 31, 2022 with an estimated increase of 5% applied to the salaries.

<sup>-</sup> Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2022-23 dated February 2022 Preliminary

<sup>-</sup> Estimated Support Services based FY 21/22 Estimated Cost Allocation Plan with an estimated increase of 5%

## EXHIBIT "A"

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

## \*See notation below for estimate assumptions

	CAPTAINS		CAPTAIN MEDICS	ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA #12													
Medic Engine	592,043	2		519,193	2			456,116	2	522,656	2	2,090,007	8
STA #73													
Medic Engine	592,043	2		259,596	1	296,251	7	456,116	2	522,656	2	2,126,662	8
(Truck Co.)	888,064	3		778,789	3			684,173	3	783,984	3	3,135,011	12
STA #84													
Medic Engine	592,043	2		519,193	2			456,116	2	522,656	2	2,090,007	8
STA #92				430.300		200 200				. 22. 12.2	-	2.02.00	Q.
Medic Engine	592,043	2		259,596	7	296,251	1	456,116	2	522,656	2	2,126,662	8
STA #95						22222	-				-		00
Medic Engine	0	0		0	0	296,251	1	228,058	1	261,328	1	785,637	3
County Staffing	0*	1		0.	1			0*	1	0*	7	0	4
Fixed Relief	296,021	7				296,251	1	228,058	1	261,328	1	1,081,658	4
Vac. Relief - Engine	100000000000000000000000000000000000000	1		259,596	1	592,502		456,116	2	261,328	1	1,865,563	7
CURTOTALO	0.040.077			0.505.004		4 777 500		0 400 000		0.050.504		045 004 007	-
SUBTOTALS	TAL STAFF			2,595,964	44	1,777,506	6	3,420,866	10	3,658,594	15	\$15,301,207	62
30610	TAL STAFF	14			11		O		16		15		02
<b>BATTALION CHIE</b>	F					348,902	ea	ch				348,902	1
CAPTAIN MEDIC						336,078	ea	ch				336,078	1
FIRE SAFETY SU	PERVISOR (I	PCN	110077)			197,516	ea	ch				197,516	1
FIRE SAFETY SPI	ECIALIST (PO	CN (	00006966 &	00131494)		184,150	ea	ch				368,299	2
FIRE SYSTEMS IN	SPECTOR (	PCN	00006972, 0013	3413, 00131566)		161,039	ea	ch			- 6	483,116	3
	SUBTOTAL											\$1,733,912	70
SUPPORT SERVICE	CES (Fire Co.	st A	llocation Plan	n)									
92.1 2.31 92.11	and the second second		Operational (			19.998	pe	r assigned S	Staff			1,199,895	60
			am (Schedule					er Entity Allo				10,518	1
	Medic Progr	am	(Schedule C)	13,355	Me	dic FTE and		2,978				284,959	20
	ECC Suppo					r Call and		23,156				430,462	
	Fleet Suppo					73,328	pe	r Fire Suppr	essi	on Equip		329,978	4.5
	Comm/IT St	ippo	ort (Schedule C			r Call and		28,373				527,369	
	Hazmat Sup			1,467	pe	r Call and		5,828	per	Station		57,757	
SUPPORT SERVICE	CES SUBTO	TAL										\$2,840,937	
DIRECT CHARGE	S											142,677	
FIRE ENGINE USE		NT				36 250	92	ch engine				181,250	5
THE ENGINE GOL	LAGREEME					50,250	-	on ongine				101,200	
	TOTAL STA	FF	COUNT										70
	TOTAL EST	IMA	TED CITY B	UDGET								\$20,199,983	
	TEMECULA	ES	TIMATED F	RE TAX CREDI	Т							(\$9,910,228)	
	NET ESTIM	ATE	ED CITY BUI	OGET							ľ	\$10,289,755	
	STRUCTUR			S MENT DARR TH	DII	(8,886,861)							

ESTIMATED REDEVELOPMENT PASS THRU (1,023,367) TOTAL TAX FUNDING

(\$9,910,228)

4.5 Fire Stations

8,642 Number of Calls

20 Assigned Medic FTE 6 Monitors/Defibs

4.5 Hazmat Stations 20 Number of Hazmat Calls 62 00 Assigned Staff

2.0 Batt. Chief/Capt. Medic Support

(4.0) County Funded

60.00 Total Assigned Staff

FY24/25 EXHIBIT "A" CITY OF TEMECULA Page 6 of 7

## SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Public Affairs / Education Finance / Accounting

Training Procurement Data Processing Fire Fighting Equip. Office Supplies/Equip. Personnel

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

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

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

Emergency Command Center Support - Dispatch services costs

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

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

## FY 23/24 POSITION SALARIES TOP STEP (per assumptions below)

422 704	DEDUTY CLIEF	26 250	FIRE ENGINE
	DEPUTY CHIEF		
427,345	DIV CHIEF	19,998	SRVDEL
348,902	BAT CHIEF	10,518	VOL DEL
296,021	CAPT	13,355	MEDIC FTE
336,078	CAPT MEDIC	2,978	MEDIC MONITORS/DEFIBS REPLACEMENT
259,596	ENG	104,954	BATT DEL
296,251	ENG/MEDIC	23,156	ECC STATION
228,058	FF II	37.75	ECC CALLS
261,328	FF II/MEDIC	73,328	FLEET SUPPORT
134,721	FIRE PREVENTION TECHNICIAN	28,373	COMM/IT STATION
197,516	FIRE SAFETY SUPERVISOR	46.25	COMM/IT CALLS
184,150	FIRE SAFETY SPECIALIST	2,052	FACILITY STATION
161,039	FIRE SYSTEMS INSPECTOR	567.60	FACILITY FTE
94,420	OFFICE ASSISTANT III	5,828	HAZMAT STATION
107,426	SECRETARY I	1,467.05	HAZMAT CALLS
210,259	COUNTY DEPUTY FIRE MARSHAL	2,191	HAZMAT VEHICLE REPLACEMENT

#### \*Cost Assumptions:

#### FY 23/24 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

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

#### **EXHIBIT "B"**

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

## PAYMENT FOR SERVICES ADDITIONAL TERMS

COUNTY shall make a claim to CITY for the actual cost of contracted services as shown on Exhibit "A" during each of the following periods:

- (1) July 1 through September 30, claim in October;
- (2) October 1 through December 31, claim in January;
- (3) January 1 through March 31, claim in April; and
- (4) April 1 through June 30, claim in July/August.

The claims shall be for actual costs of services after any deduction for estimated Structural Fire taxes and/or Redevelopment, with final reconciliation of fire taxes to actual revenue received which may result in an additional credit or expense to CITY in the August final claim. CITY shall pay each claim within 30 days after receipt thereof. COUNTY shall allow a credit in the amount of the Structural Fire taxes as determined by COUNTY Auditor Controller/Treasurer Tax Collector Office to be collected in each fiscal year of this Agreement. The allowed credit shall not exceed the cost of contracted services.

## EXHIBIT "C"

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

## **PAYMENT FOR SERVICES**

ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT

-						-
S	2	ħı	1	n	1	٠,
$\circ$	ıa	LI	v		- 1	_

Station 12	
Engine E12, RCO No. 12-820	\$ 36,250.00
Station 73	
Engine E73, RCO No. 16-804	\$ 36,250.00
Station 84	
Engine E84, RCO No. 16-806	\$ 36,250.00
Station 92	
Engine E92, RCO No. 08-869	\$ 36,250.00
Station 95	
Engine E95, RCO No. 15-847	\$ 36,250.00

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.

\$ 181,250.00

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This

exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$725,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

## **EXHIBIT "D"**

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

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

The Fire Marshal Agreement is utilized in the event a CITY elects to fund locally direct COUNTY Fire Marshal personnel at the CITY to perform the duties of the Office of the Fire Marshal. These duties include:

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

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

## Administrative activities -

- Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
- Provide information to customers on CITY Ordinances and Standards for construction
- Creation and maintenance of Information Bulletins, Technical Policies and Standards for Fire Protection in the CITY
- Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal duties services provides, CITY shall provide sixty (60) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

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

- · Vehicle and regular maintenance
- Training
- Office space, furniture, Code & Standard reference books, and general & field supplies

Exhibit "D" CITY OF TEMECULA Page 1 of 2

- All IT and Communication tools (such as cell phone, computer, etc.)
- Uniform costs

All costs including salaries and benefits will be included in each quarterly invoice as outlined in the Cooperative Agreement.

The CITY may opt out of this Agreement and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.