

EXHIBIT “D”

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