

7) **Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, and Medical Emergency Services for the City of Lake Elsinore**

Approve and authorize the Mayor to execute the Cooperative Agreement with the County of Riverside to provide Fire Protection, Fire Prevention, Rescue, and Medical Emergency Services for the City of Lake Elsinore through June 30, 2026, subject to County Counsel approval.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Shannon Buckley, Assistant City Manager

Date: May 23, 2023

Subject: Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, and Medical Emergency Services for the City of Lake Elsinore

Recommendation

Approve and authorize the Mayor to execute a Cooperative Agreement with the County of Riverside to provide Fire Protection, Fire Prevention, Rescue, and Medical Emergency Services for the City of Lake Elsinore through June 30, 2026, subject to County Counsel approval.

Background

The City contracts with the County with a cooperative agreement with the California Department of Forestry and Fire Protection to provide fire services. The contract provides the City with three fire stations, thirty-two full-time fire personnel, firefighting, and suppression apparatus, three full-time fire prevention personnel, one full-time administrative assistant personnel (to be cost-shared with the City of Menifee), and participation in the regional fire protection system.

On May 25, 2021, the City Council approved a Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, and Medical Emergency Services for the City of Lake Elsinore (Fiscal Year 2020/21 Through 2022/23).

The Cooperative Agreement provided the City of Lake Elsinore with a full range of fire protection, fire prevention, rescue, fire marshal, and medical emergency services. In addition to these citywide services' general terms and conditions, the Cooperative Agreement also committed the County to contribute toward staffing Station #97.

Discussion

The City has contracted with the County of Riverside for fire services. The existing cooperative Agreement expires on June 30, 2023. The term of the proposed Agreement will be from July 1, 2023, to June 30, 2026, and it will increase contracted services from the existing Agreement by adding an administrative assistant that will be cost-shared with the City of Menifee. The City of Menifee will pay 60%, and the City of Lake Elsinore will pay 40% of the salaries and benefits.

The Public Safety Subcommittee has proposed a new Quint at the Lake Elsinore Fire Station 97 to replace the existing Quint, approaching its life cycle of 15 years of service or 120,000 miles, whichever comes first. Quint #97 was placed in service in 2014 and has approximately 107,500 miles. The current build-out time for a new fire truck is approximately three years. When the Quint Fire Truck was placed in service, the County agreed to fund three Fire Captain positions. The City will fund three Engineers, three Firefighters IIs, and three Medic Firefighter IIs.

The new vehicle will cost approximately \$1,900,000, funded through Measure Z. Measure Z was approved by Lake Elsinore voters in November 2020 and became effective on April 1, 2021. It established a 1 percent transaction tax on the gross receipts of any retailer from the sale of tangible property sold within the city limits.

The Cooperative Agreement provides the County, through its Cooperative Fire Programs with Cal Fire, to provide the City of Lake Elsinore, with a full range of fire protection, fire prevention, rescue, fire marshal, and medical emergency services.

Formalization of this Agreement is required every two to five years to renew the required contract appropriately. The County has provided the City with a schedule of contract staffing costs (Exhibit "A") to the Fire Protection Agreement for City Council approval, which reflects the estimated service costs for the Fiscal Year 2023/24 through the Fiscal Year 2025/26.

Fiscal Impact

This Agreement costs approximately \$10,573,885 for fiscal year 2023/2024 (adjusts annually); however, the cost is offset by a fire tax credit of approximately \$4,215,482 for fiscal year 2023/2024 (adjust annually). The sources of revenue for the fire tax credit are property taxes on parcels within the City and revenues paid through Redevelopment Pass-Through agreements. While Redevelopment has been dissolved in California, the State continues to permit implementation of pre-existing Redevelopment Pass-Through agreements, and the revenue will fund this service.

Attachments

Attachment 1 - Cooperative Agreement
Exhibit A – CalFire Cost Estimate
Exhibit B – Additional Terms
Exhibit C – Fire Engine Use Agreement
Exhibit D – Office of the Fire Marshall Agreement

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, 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 Lake Elsinore a municipal corporation (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 referred to as "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code sections §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. As part of the negotiations and in consideration of the cost for providing Fire Services in both the City and the County, the CITY and COUNTY desire to share costs related to the staffing of Station #97. Station #97 will provide services to the City of Lake Elsinore as well as to the unincorporated territory in the County of Riverside.

C. For the purpose of the staffing, the Parties agree as follow:

1. The CITY will pay for the cost of three (3) Fire Apparatus Engineers, three (3) Firefighter II's and three (3) Medic Firefighter II's at the rate specified in the "Exhibit A".
2. The COUNTY will pay for the cost of three (3) Fire Captains at the rate specified in the "Exhibit A".

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 (hereinafter referred to as "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 Exhibit "A" approved by the parties hereto.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" or Exhibit "C" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibits "A" or "C" on behalf of CITY.

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

G. _____ [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. _____ [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 Marshall Services.

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 at a cost to the owner 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, 2023, to June 30, 2026.

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

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

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, 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 Lake Elsinore 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. (E.g., Gov. Code, §8546.7).

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. 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 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: ATTORNEYS' FEES

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

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

SECTION XV: DELIVERY OF NOTICES

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

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

CITY OF LAKE ELSINORE
City Manager
City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530

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: 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 Transactions Act ("CUETA") Cal. 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 XVII: 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 LAKE ELSINORE

Dated: _____

By: _____
Natasha Johnson, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Candice Alvarez, City Clerk

By: _____
Barbara Leibold, City Attorney

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

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KIMBERLY RECTOR
Clerk of the Board

MINH C. TRAN,
County Counsel

By: _____
Deputy

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 LAKE ELSINORE
DATED APRIL 1, 2023 FOR FY2023/2024 THRU FY2025/2026

CITY BUDGET COST ESTIMATE (with Tax Credit)

FISCAL YEAR 2023/2024	\$6,358,403
FISCAL YEAR 2024/2025	\$7,161,763
FISCAL YEAR 2025/2026	\$7,722,860
TOTAL CITY BUDGET ESTIMATE FOR FY2023/2024 THRU FY2025/2026	<u>\$21,243,026</u>

CITY BUDGET COST ESTIMATE (without Tax Credit)

FISCAL YEAR 2023/2024	\$10,573,885
FISCAL YEAR 2024/2025	\$11,377,244
FISCAL YEAR 2025/2026	\$11,938,341
TOTAL CITY BUDGET ESTIMATE FOR FY2023/2024 THRU FY2025/2026	<u>\$33,889,470</u>

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF LAKE ELSINORE DATED APRIL 1, 2023 FOR FY2023/2024

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
STA #10								
Medic Squad			523,302	2	295,887	1	514,934	2
STA #85								
Medic Engine	594,102	2	523,302	2			514,934	2
STA #94								
Medic Engine	594,102	2	523,302	2			514,934	2
STA #97								
Medic Truck			784,953	3	680,379	3	772,400	3
*(Truck County)	*0	3						3
Vacation Relief				295,887	1		514,934	2
								3
SUBTOTALS	1,188,204		2,354,860	591,774	680,379	2,832,135	\$7,647,352	
SUBTOTAL STAFF	7		9	2	3	11		32
BATTALION CHIEF				348,430	each		348,430	1
ADMINISTRATIVE SERVICES ASSISTANT (Cost Share w/Menifee)				94,539	each		37,815	0.4
FIRE SAFETY SUPERVISOR (PCN 00114439)				188,111	each		188,111	1
FIRE SAFETY SPECIALIST (PCN 00131482)				171,532	each		171,532	1
FIRE SAFETY INSPECTOR (PCN 00006977)				147,768	each		147,768	1
SUBTOTAL							\$893,655	36.4
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)			21,953	per assigned Staff *			724,462	33
Volunteer Program (Schedule B)			10,766	per Entity Allocation			10,766	1
Medic Program (Schedule C)			13,352	Medic FTE and	2,051	per Defib	181,776	13
ECC Support (Schedule E)			36.30	per Call and	23,955	per Station	337,677	
Fleet Support (Schedule F)			58,339	per Fire Suppression Equip			204,187	3.5
Comm/IT Support (Schedule G)			40.37	per Call and	26,641	per Station	375,567	
Hazmat Support (Schedule I)			1,778	per Call and	5,634	per Station	43,137	
SUPPORT SERVICES SUBTOTAL							\$1,877,572	
DIRECT CHARGES							82,806	
FIRE ENGINE USE AGREEMENT				36,250	each engine		72,500	2
TOTAL STAFF COUNT								36.4
TOTAL ESTIMATED CITY BUDGET							\$10,573,885	
* LAKE ELSINORE ESTIMATED FIRE TAX CREDIT							(\$4,215,482)	
NET ESTIMATED CITY BUDGET							\$6,358,403	
* STRUCTURAL FIRE TAXES				(2,453,784)				
ESTIMATED REDEVELOPMENT PASS THRU				(1,761,697)				
TOTAL ESTIMATED TAX FUNDING				(\$4,215,482)				
3.5 Fire Stations					33.00	Assigned Staff		
6.993 Number of Calls					0.00	Battalion Chief Support		
13 Assigned Medic FTE				**	33.00	Total Assigned Staff		
4 Monitors/Defibs								
3.5 Hazmat Stations								
12 Number of Hazmat Calls								

SUPPORT SERVICES (Fire Cost Allocation Plan)**Administrative & Operational Services**

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

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

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

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

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

Emergency Command Center Support - Dispatch services costs

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

Facility Support - Facility maintenance staff with associated operating costs.

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

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

422,862	DEPUTY CHIEF	36,250	FIRE ENGINE
417,304	DIV CHIEF	21,953	SRVDEL
348,430	BAT CHIEF	10,766	VOL DEL
297,051	CAPT	13,352	MEDIC FTE
334,487	CAPT MEDIC	2,051	MEDIC MONITORS/DEFIBS REPLACEMENT
261,651	ENG	101,131	BATT DEL
295,887	ENG/MEDIC	23,955	ECC STATION
226,793	FF II	36.30	ECC CALLS
257,467	FF II/MEDIC	58,339	FLEET SUPPORT
94,539	ADMINISTRATIVE SERVICES ASSISTANT	26,641	COMM/IT STATION
200,247	COUNTY DEPUTY FIRE MARSHAL	40.37	COMM/IT CALLS
136,184	EMS SPECIALIST	1,683	FACILITY STATION
128,305	FIRE PREVENTION TECHNICIAN	444.95	FACILITY FTE
171,532	FIRE SAFETY SPECIALIST	5,634	HAZMAT STATION
188,111	FIRE SAFETY SUPERVISOR	1,777.55	HAZMAT CALLS
147,768	FIRE SYSTEMS INSPECTOR	2,087	HAZMAT VEHICLE REPLACEMENT
89,924	OFFICE ASSISTANT III		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2023-2024 Dated February 25, 2023 and updated with tentative bargaining agreement issued on 8/31/22
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2023-24 dated January 2023 Preliminary

FY 23/24 DIRECT BILL ACCOUNT CODES

520230 Cellular Phone	522360 Maint-Extermination
520300 Pager Service	522380 Maint-Critical Systems
520320 Telephone Service	522410 Maint-Health & Safety
520800 Household Expense	522860 Medical-Dental Supplies
520805 Appliances	522890 Pharmaceuticals
520830 Laundry Services	523220 Licenses And Permits
520840 Household Furnishings	523680 Office Equip Non Fixed Assets
520845 Trash	523700 Office Supplies
521380 Maint-Copier Machines	523780 Printed Forms
521440 Maint-Kitchen Equipment	523800 Printing / Binding
521500 Maint-Motor Vehicles	526700 Rent-Lease Building
521502 Maint-Accident Repairs	526940 Locks/Keys
521540 Maint-Office Equipment	527840 Training - Education / Tuition
521660 Maint-Telephone	529500 Utility - Electricity
521680 Maint-Fuel Tanks	529510 Utility - Heating Fuel
522310 Maint-Building and Improvement	529550 Utility - Water
522340 Station Budgeted Maint-Bulding and Improvement	537240 Interfnd Exp-Utilities
	542060 Capital Improvements Remodeling

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF LAKE ELSINORE
DATED APRIL 1, 2023 FOR FY2024/2025

FY24/25 EXHIBIT "A"
CITY OF LAKE ELSINORE
Page 4 of 7

SUPPORT SERVICES (Fire Cost Allocation Plan)**Administrative & Operational Services**

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

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

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

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

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

Emergency Command Center Support - Dispatch services costs

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

Facility Support - Facility maintenance staff with associated operating costs.

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

FY 24/25 POSITION SALARIES TOP STEP (per assumptions below)

465,149	DEPUTY CHIEF	36,250	FIRE ENGINE
459,034	DIV CHIEF	21,953	SRVDEL
383,273	BAT CHIEF	10,766	VOL DEL
326,756	CAPT	13,352	MEDIC FTE
367,936	CAPT MEDIC	2,051	MEDIC MONITORS/DEFIBS REPLACEMENT
287,816	ENG	101,131	BATT DEL
325,476	ENG/MEDIC	23,955	ECC STATION
249,472	FF II	36.30	ECC CALLS
283,213	FF II/MEDIC	58,339	FLEET SUPPORT
103,993	ADMINISTRATIVE SERVICES ASSISTANT	26,641	COMM/IT STATION
136,184	EMS SPECIALIST	40.37	COMM/IT CALLS
128,305	FIRE PREVENTION TECHNICIAN	1,683	FACILITY STATION
188,111	FIRE SAFETY SUPERVISOR	444.95	FACILITY FTE
171,532	FIRE SAFETY SPECIALIST	5,634	HAZMAT STATION
147,768	FIRE SYSTEMS INSPECTOR	1,777.55	HAZMAT CALLS
89,924	OFFICE ASSISTANT III	2,087	HAZMAT VEHICLE REPLACEMENT
102,310	SECRETARY I		
200,247	COUNTY DEPUTY FIRE MARSHAL		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2023-2024 Dated February 25, 2023
and updated with tentative bargaining agreement issued on 8/31/22
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2023-24 dated January 2023 Preliminary
- Projected increase of 10% to Non-Safety Staff and Support Services from previous FY23/24.

FY 24/25 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	522360	Maint-Extermination
520300	Pager Service	522380	Maint-Critical Systems
520320	Telephone Service	522410	Maint-Health & Safety
520800	Household Expense	522860	Medical-Dental Supplies
520805	Appliances	522890	Pharmaceuticals
520830	Laundry Services	523220	Licenses And Permits
520840	Household Furnishings	523680	Office Equip Non Fixed Assets
520845	Trash	523700	Office Supplies
521380	Maint-Copier Machines	523780	Printed Forms
521440	Maint-Kitchen Equipment	523800	Printing / Binding
521500	Maint-Motor Vehicles	526700	Rent-Lease Building
521502	Maint-Accident Repairs	526940	Locks/Keys
521540	Maint-Office Equipment	527840	Training - Education / Tuition
521660	Maint-Telephone	529500	Utility - Electricity
521680	Maint-Fuel Tanks	529510	Utility - Heating Fuel
522310	Maint-Building and Improvement	529550	Utility - Water
522340	Station Budgeted Maint-Bulding and Improvement	537240	Interfnd Exp-Utilities
		542060	Capital Improvements Remodeling

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF LAKE ELSINORE DATED APRIL 1, 2023 FOR FY2025/2026

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
STA #10								
Medic Squad			604,414	2	341,749	1	594,748	2
STA #85								
Medic Engine	686,188	2	604,414	2			594,748	2
STA #94								
Medic Engine	686,188	2	604,414	2			594,748	2
STA #97								
Medic Truck			906,621	3	785,838	3	892,122	3
*(Truck County)	*0	3						3
Vacation Relief				341,749	1		594,748	2
								3
SUBTOTALS	1,372,375		2,719,863		785,838	3,271,116	\$8,832,692	
SUBTOTAL STAFF	7		9	2	3	11		32
BATTALION CHIEF				402,436	each		402,436	1
ADMINISTRATIVE SERVICES ASSISTANT (Cost Share w/Menifee)				109,192	each		43,677	0.4
FIRE SAFETY SUPERVISOR (PCN 00114439)				197,516	each		197,516	1
FIRE SAFETY SPECIALIST (PCN 00131482)				180,108	each		180,108	1
FIRE SAFETY INSPECTOR (PCN 00006977)				155,156	each		155,156	1
SUBTOTAL							\$978,894	36.4
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)			23,051	per assigned Staff *			760,685	33
Volunteer Program (Schedule B)			11,304	per Entity Allocation			11,304	1
Medic Program (Schedule C)			14,019	Medic FTE and	2,153	per Defib	190,865	13
ECC Support (Schedule E)			38.11	per Call and	25,152	per Station	354,561	
Fleet Support (Schedule F)			61,256	per Fire Suppression Equip			214,396	3.5
Comm/IT Support (Schedule G)			42.39	per Call and	27,973	per Station	394,345	
Hazmat Support (Schedule I)			1,866	per Call and	5,916	per Station	45,294	
SUPPORT SERVICES SUBTOTAL							\$1,971,450	
DIRECT CHARGES							82,806	
FIRE ENGINE USE AGREEMENT				36,250	each engine		72,500	2
TOTAL STAFF COUNT								36.4
TOTAL ESTIMATED CITY BUDGET							\$11,938,341	
* LAKE ELSINORE ESTIMATED FIRE TAX CREDIT							(\$4,215,482)	
NET ESTIMATED CITY BUDGET							\$7,722,860	
* STRUCTURAL FIRE TAXES				(2,453,784)				
ESTIMATED REDEVELOPMENT PASS THRU				(1,761,697)				
TOTAL ESTIMATED TAX FUNDING				(\$4,215,482)				
3.5 Fire Stations					33.00	Assigned Staff		
6.993 Number of Calls					0.00	Battalion Chief Support		
13 Assigned Medic FTE				**	33.00	Total Assigned Staff		
4 Monitors/Defibs								
3.5 Hazmat Stations								
12 Number of Hazmat Calls								

SUPPORT SERVICES (Fire Cost Allocation Plan)**Administrative & Operational Services**

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

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

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

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

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

Emergency Command Center Support - Dispatch services costs

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

Facility Support - Facility maintenance staff with associated operating costs.

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

FY 25/26 POSITION SALARIES TOP STEP (per assumptions below)

488,406	DEPUTY CHIEF	36,250	FIRE ENGINE
481,986	DIV CHIEF	23,051	SRVDEL
402,436	BAT CHIEF	11,304	VOL DEL
343,094	CAPT	14,019	MEDIC FTE
386,333	CAPT MEDIC	2,153	MEDIC MONITORS/DEFIBS REPLACEMENT
302,207	ENG	106,187	BATT DEL
341,749	ENG/MEDIC	25,152	ECC STATION
261,946	FF II	38.11	ECC CALLS
297,374	FF II/MEDIC	61,256	FLEET SUPPORT
109,192	ADMINISTRATIVE SERVICES ASSISTANT	27,973	COMM/IT STATION
142,993	EMS SPECIALIST	42.39	COMM/IT CALLS
134,721	FIRE PREVENTION TECHNICIAN	1,767	FACILITY STATION
197,516	FIRE SAFETY SUPERVISOR	467.20	FACILITY FTE
180,108	FIRE SAFETY SPECIALIST	5,916	HAZMAT STATION
155,156	FIRE SYSTEMS INSPECTOR	1,866.42	HAZMAT CALLS
94,420	OFFICE ASSISTANT III	2,191	HAZMAT VEHICLE REPLACEMENT
107,426	SECRETARY I		
210,259	COUNTY DEPUTY FIRE MARSHAL		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2023-2024 Dated February 25, 2023 and updated with tentative bargaining agreement issued on 8/31/22
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2023-24 dated January 2023 Preliminary
- Projected increase of 5% to Non-Safety Staff and Support Services from previous FY24/25.

FY 25/26 DIRECT BILL ACCOUNT CODES

520230 Cellular Phone	522360 Maint-Extermination
520300 Pager Service	522380 Maint-Critical Systems
520320 Telephone Service	522410 Maint-Health & Safety
520800 Household Expense	522860 Medical-Dental Supplies
520805 Appliances	522890 Pharmaceuticals
520830 Laundry Services	523220 Licenses And Permits
520840 Household Furnishings	523680 Office Equip Non Fixed Assets
520845 Trash	523700 Office Supplies
521380 Maint-Copier Machines	523780 Printed Forms
521440 Maint-Kitchen Equipment	523800 Printing / Binding
521500 Maint-Motor Vehicles	526700 Rent-Lease Building
521502 Maint-Accident Repairs	526940 Locks/Keys
521540 Maint-Office Equipment	527840 Training - Education / Tuition
521660 Maint-Telephone	529500 Utility - Electricity
521680 Maint-Fuel Tanks	529510 Utility - Heating Fuel
522310 Maint-Building and Improvement	529550 Utility - Water
522340 Station Budgeted Maint-Bulding and Improvement	537240 Interfnd Exp-Utilities
	542060 Capital Improvements Remodeling

EXHIBIT "B"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF LAKE ELSINORE
DATED JULY 1, 2023**

**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 MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY LAKE ELSINORE DATED JULY 1, 2023

PAYMENT FOR SERVICES ADDITIONAL SERVICES FIRE ENGINE USE AGREEMENT

Station 85

Engine E85, RCO No. 16-850	<u>\$ 36,250.00</u>
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Station 94

Engine E94, RCO No. 15-837	<u>\$ 36,250.00</u>
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\$ 72,500.00

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.

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 LAKE ELSINORE DATED JULY 1, 2023

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

- 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.