

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

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2024, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "COUNTY") and the City of Menifee, a municipal corporation (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code section 55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

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

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A."

C. The Chief Deputy County Fire shall be the COUNTY Contract Administrator and is the liaison for the administration of this agreement.

D. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein. This flexibility shall include staffing challenges. The CITY shall be notified of any changes in classifications provided that differ from the Exhibit "A."

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days' written notice of the proposed requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; (3) The number of employees, by classification, affected by the proposed increase or decrease; and (4) the date the Notice is sent to COUNTY. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code section 51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in

Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibits "A" and "C" approved by the parties hereto.

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

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

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this Agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure or is requested by the CITY, the COUNTY Fire Chief or Chief Deputy County Fire may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Two Thousand Two Hundred Eighty-Five Dollars (\$2,285) per day, or Fifteen Thousand Nine Hundred Ninety-Five Dollars (\$15,995) per week, not including equipment.

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

K. In the event that a COUNTY owned squad, patrol (Type VI), or light vehicle is requested by the CITY for temporary operational use, the COUNTY Fire Chief or Chief Deputy County Fire may allow use of a COUNTY squad, patrol (Type VI), or light vehicle, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY squad, patrol (Type VI) or light vehicle as follows.

1. The squad rental fee shall be Fifty-two Dollars (\$52) per day; or Three Hundred Sixty-two Dollars (\$362) per week, not including equipment or fuel.
2. The patrol rental fee shall be Sixty-seven Dollars (\$67) per day; or Four Hundred Seventy-one Dollars (\$471) per week, not including equipment or fuel.
3. The light vehicle rental fee shall be Twenty-nine Dollars (\$29) per day; or Two Hundred Four Dollars (\$204) per week, not including equipment or fuel.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2024, to June 30, 2027.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

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

SECTION VI: COOPERATIVE OPERATIONS

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

SECTION VII: MUTUAL AID

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

and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

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

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, County Ordinance No. 787.10, Section 5.D.2., and California Fire Code, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. Additionally, COUNTY may bring action for collection to any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code section 53150 et seq. as may be amended from time to time. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such actions for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

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

SECTION IX: PROPERTY ACCOUNTING

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

SECTION X: FACILITY

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

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

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

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

SECTION XII: AUDIT

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

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief or County Contract Administrator that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims that involve CAL FIRE employees, the claims shall be submitted to State of California Office of Risk and Insurance Management Department of General Services directly for processing.

SECTION XIV: ATTORNEYS' FEES

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

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

SECTION XV: DELIVERY OF NOTICES

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

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

CITY OF MENIFEE
City Manager
29714 Haun Road
Menifee, CA 92586

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

SECTION XVI: PUBLIC RECORDS ACT REQUESTS

The parties understand and acknowledge that, as public agencies, COUNTY and CITY are required to comply with the Public Records Act ("PRA," Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The parties understand and acknowledge that such compliance may require disclosure of all relevant, non-exempt documents that fall within the scope of a qualifying request under the PRA, including documents received from and/or concerning the other party to this Agreement.

SECTION XVII: ELECTRONIC SIGNATURE

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act ("CUETA") Civ. Code, §§ 1633.1 to 1633.17), for executing this agreement. The parties further agree that the electronic signatures of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

SECTION XVIII: ENTIRE CONTRACT

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

[Signature Provisions on following page]

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

CITY OF MENIFEE

Dated: _____

By: _____
Armando G. Villa, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Stephanie Roseen, Acting City Clerk

By: _____
Jeffrey T. Melching, City Attorney

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

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

APPROVED AS TO FORM:
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 MENIFEE DATED APRIL 1, 2024 FOR FY2024/2025

**See notation below for estimate assumptions*

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA. #5														
Medic Engine	538,523	2			474,731	2					466,528	2	1,479,782	6
STA. #7														
Medic Engine	538,523	2			474,731	2					466,528	2	1,479,782	6
Medic Patrol					474,731	2	267,899	1			466,528	2	1,209,158	5
Medic Squad					712,096	3					699,793	3	1,411,889	6
STA. #68														
Medic Engine	538,523	2			474,731	2					466,528	2	1,479,782	6
STA. #76														
Medic Engine	538,523	2			474,731	2					466,528	2	1,479,782	6
*(Medic Truck City)	269,261	1			474,731	2			410,127	2	699,793	3	1,853,912	8
*(Medic Truck County)		*0	2			*0	1			*0	1			4
Fixed Relief	269,261	1			237,365	1					233,264	1	739,891	3
Vacation Relief	269,261	1	302,696	1			535,797	2			466,528	2	1,574,283	6
66-HR Workweek	269,261	1							410,127	2			679,389	3
SUBTOTALS	3,231,138		302,696		3,797,846		803,696		820,254		4,432,019		13,387,649	
SUBTOTAL STAFF	14		1		17		3		5		19		59	
EXECUTIVE ASSISTANT II (PCN 00144687)							114,663	each					114,663	1
EMS SPECIALIST (PCN 00140932)							145,731	each					145,731	1
DEPUTY FIRE MARSHAL (00144665)							210,212	each					210,212	1
FIRE SAFETY SUPERVISOR (PCN 00130512)							205,757	each					205,757	1
FIRE SAFETY SPECIALIST (PCN 00130629, 00140931)							183,114	each					366,228	2
FIRE SYSTEMS INSPECTOR (PCN 00131567, 00137334)							159,587	each					319,173	2
SUBTOTAL													\$1,361,765	67
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)														
Administrative/Operational (Schedule A)					26,620	per assigned Staff **							1,604,363	60.27
Volunteer Program (Schedule B)					9,914	per Entity Allocation							9,914	1
Medic Program (Schedule C)					13,898	Medic FTE and			2,720	per Defib			338,686	23
Battalion Chief Support (Schedule D)					7,655	per Fire Station Staff							451,616	59
ECC Support (Schedule E)					36.51	per Call and			26,489	per Station			605,978	
Fleet Support (Schedule F)					81,675	per Fire Suppression Equip							367,539	4.5
Comm/IT Support (Schedule G)					38.08	per Call and			27,633	per Station			632,123	
Hazmat Support (Schedule I)					3,151	per Call and			11,857	per Station			96,784	
SUPPORT SERVICES ESTIMATE SUBTOTAL													4,107,003	
DIRECT CHARGES													153,446	
FIRE ENGINE USE AGREEMENT							36,250	each engine					145,000	4
ESTIMATED CITY BUDGET													19,154,863	

*Truck at St. #76 split funded with Riverside County and City of Menifee.

4	Fire Stations	59.00	Assigned Staff
13,696	Number of Calls	1.27	Battalion Chief Allocation
23	Assigned Medic FTE	**	60.27
7	Monitors/Defibs		Total Assigned Staff
4	Hazmat Stations		
15	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 service:

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

Emergency Command Center Support - Dispatch services costs

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

Facility Support - Facility maintenance staff with associated operating costs.

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

FY 24/25 POSITION SALARIES TOP STEP

381,708	DEPUTY CHIEF	36,250	FIRE ENGINE
376,698	DIV CHIEF	26,620	SRVDEL
315,635	BAT CHIEF	9,914	VOL DEL
269,261	CAPT	13,898	MEDIC FTE
302,696	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
237,365	ENG	7,655	BC SUPPORT
267,899	ENG/MEDIC	26,489	ECC STATION
205,064	FF II	36.51	ECC CALLS
233,264	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024

- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary

- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 24/25 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and In
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supp
520800	Household Expense	522870	Other Medical Care M
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildi

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF MENIFEE DATED APRIL 1, 2024 FOR FY2025/2026

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
STA. #5								
Medic Engine	597,630	2	526,675	2		518,149	2	1,642,454 6
STA. #7								
Medic Engine	597,630	2	526,675	2		518,149	2	1,642,454 6
Medic Patrol			526,675	2	297,615	518,149	2	1,342,438 5
Medic Squad			790,012	3		777,223	3	1,567,235 6
STA. #68								
Medic Engine	597,630	2	526,675	2		518,149	2	1,642,454 6
STA. #76								
Medic Engine	597,630	2	526,675	2		518,149	2	1,642,454 6
*(Medic Truck City)	298,815	1	526,675	2	455,010	777,223	3	2,057,723 8
*(Medic Truck County)	*0	2	*0	1	*0			4
Fixed Relief	298,815	1	263,337	1		259,074	1	821,227 3
Vacation Relief	298,815	1	330,385	1	595,230	518,149	2	1,742,579 6
66-HR Workweek	298,815	1			455,010	2		753,825 3
SUBTOTALS	3,585,782	330,385	4,213,397	892,844	910,020	4,922,413		14,854,841
SUBTOTAL STAFF	14	1	17	3	5	19		59
EXECUTIVE ASSISTANT II (PCN 00144687)				114,663	each			114,663 1
EMS SPECIALIST (PCN 00140932)				145,731	each			145,731 1
DEPUTY FIRE MARSHAL (00144665)				210,212	each			210,212 1
FIRE SAFETY SUPERVISOR (PCN 00130512)				205,757	each			205,757 1
FIRE SAFETY SPECIALIST (PCN 00130629, 00140931)				183,114	each			366,228 2
FIRE SYSTEMS INSPECTOR (PCN 00131567, 00137334)				159,587	each			319,173 2
SUBTOTAL								\$1,361,765 67
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)								
Administrative/Operational (Schedule A)			26,620	per assigned Staff **				1,604,363 60.27
Volunteer Program (Schedule B)			9,914	per Entity Allocation				9,914 1
Medic Program (Schedule C)			13,898	Medic FTE and	2,720	per Defib		338,686 23
Battalion Chief Support (Schedule D)			7,655	per Fire Station Staff				451,616 59
ECC Support (Schedule E)			36.51	per Call and	26,489	per Station		605,978
Fleet Support (Schedule F)			81,675	per Fire Suppression Equip				367,539 4.5
Comm/IT Support (Schedule G)			38.08	per Call and	27,633	per Station		632,123
Hazmat Support (Schedule I)			3,151	per Call and	11,857	per Station		96,784
SUPPORT SERVICES ESTIMATE SUBTOTAL								4,107,003
DIRECT CHARGES								153,446
FIRE ENGINE USE AGREEMENT				55,000	each engine			220,000 4
ESTIMATED CITY BUDGET								20,697,055

*Truck at St. #76 split funded with Riverside County and City of Menifee.

4	Fire Stations	59.00	Assigned Staff
13,696	Number of Calls	1.27	Battalion Chief Allocation
23	Assigned Medic FTE	**	60.27
7	Monitors/Defibs		Total Assigned Staff
4	Hazmat Stations		
15	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 service:

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

424,655	DEPUTY CHIEF	55,000	FIRE ENGINE
419,073	DIV CHIEF	26,620	SRVDEL
350,396	BAT CHIEF	9,914	VOL DEL
298,815	CAPT	13,898	MEDIC FTE
330,385	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
263,337	ENG	7,655	BC SUPPORT
297,615	ENG/MEDIC	26,489	ECC STATION
227,505	FF II	36.51	ECC CALLS
259,074	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 25/26 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and In
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Supp
520800	Household Expense	522870	Other Medical Care
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildi

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF MENIFEE DATED APRIL 1, 2024 FOR FY2026/2027

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS	
STA. #5								
Medic Engine	597,630	2	526,675	2		518,149	2	1,642,454 6
STA. #7								
Medic Engine	597,630	2	526,675	2		518,149	2	1,642,454 6
Medic Patrol			526,675	2	297,615	518,149	2	1,342,438 5
Medic Squad			790,012	3		777,223	3	1,567,235 6
STA. #68								
Medic Engine	597,630	2	526,675	2		518,149	2	1,642,454 6
STA. #76								
Medic Engine	597,630	2	526,675	2		518,149	2	1,642,454 6
*(Medic Truck City)	298,815	1	526,675	2	455,010	777,223	3	2,057,723 8
*(Medic Truck County)	*0	2	*0	1	*0			4
Fixed Relief	298,815	1	263,337	1		259,074	1	821,227 3
Vacation Relief	298,815	1	330,385	1	595,230	518,149	2	1,742,579 6
66-HR Workweek	298,815	1			455,010	2		753,825 3
SUBTOTALS	3,585,782	330,385	4,213,397	892,844	910,020	4,922,413		14,854,841
SUBTOTAL STAFF	14	1	17	3	5	19		59
EXECUTIVE ASSISTANT II (PCN 00144687)				114,663	each			114,663 1
EMS SPECIALIST (PCN 00140932)				145,731	each			145,731 1
DEPUTY FIRE MARSHAL (00144665)				210,212	each			210,212 1
FIRE SAFETY SUPERVISOR (PCN 00130512)				205,757	each			205,757 1
FIRE SAFETY SPECIALIST (PCN 00130629, 00140931)				183,114	each			366,228 2
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SUPPORT SERVICES ESTIMATE SUBTOTAL								4,107,003
DIRECT CHARGES								153,446
FIRE ENGINE USE AGREEMENT				55,000	each engine			220,000 4
ESTIMATED CITY BUDGET								20,697,055

*Truck at St. #76 split funded with Riverside County and City of Menifee.

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15	Number of Hazmat Calls		

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

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Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
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Emergency Command Center Support - Dispatch services costs

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Facility Support - Facility maintenance staff with associated operating costs.

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

FY 26/27 POSITION SALARIES TOP STEP

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350,396	BAT CHIEF	9,914	VOL DEL
298,815	CAPT	13,898	MEDIC FTE
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114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

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520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildi

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY MENIFEE
DATED JULY 1, 2024**

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

Station 5

Engine E5, RCO No. 06-801 (VIN: 4S7CT2D905C051107)

Station 7

Engine E7, RCO No. 19-804 (VIN: 4S9BDETA7JB419246)

Station 68

Engine E68, RCO No. 15-839 (VIN: 4S7CT2D94EC079069)

Station 76

Engine E76, RCO No. 15-845 (VIN: 4S7CT2D95EC079064)

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

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

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

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

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

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$725,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly. Replacement cost is subject to change based on current Type I Fire Engine cost. See each respective fiscal year's Exhibit "A" for current Fire Engine Use Agreement costs.

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

EXHIBIT "D"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MENIFEE DATED JULY 1, 2024

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 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.