



City of La Quinta

CITY / SA/ HA/ FA MEETING DATE: April 15, 2014

ITEM TITLE: APPROVE A COOPERATIVE AGREEMENT WITH THE COUNTY OF RIVERSIDE TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES

AGENDA CATEGORY:

BUSINESS SESSION: 2

CONSENT CALENDAR:

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Approve a Cooperative Agreement with the County of Riverside to provide fire protection, fire prevention, rescue and medical emergency services for the City of La Quinta.

EXECUTIVE SUMMARY:

- Since 1986, the City has contracted with the County of Riverside ("County") for fire services.
- The existing cooperative agreement expired on June 30, 2010, and the City and County have agreed to extend that agreement until a new comprehensive agreement was completed.
- The term of the proposed agreement will be from July 1, 2014 to June 30, 2017 (Attachment 1) and it maintains all contracted services from the existing agreement, and enhances services by upgrading one position of Firefighter II to a Firefighter II Paramedic.

FISCAL IMPACT:

This agreement costs approximately \$5,166,000 annually; however, the cost is offset by an annual fire tax credit of approximately \$5,381,000. The sources of revenue for the fire tax credit are property taxes on parcels within the City and redevelopment pass-through revenue. While redevelopment has been dissolved in California, the State continues to permit redevelopment pass-through agreements and the revenue will fund this service for the foreseeable future.

BACKGROUND/ANALYSIS:

The City contracts with the County that has a cooperative agreement with the California Department of Forestry and Fire Protection to provide fire services. The contract provides the City three fire stations, twenty-five full-time fire personnel, firefighting and suppression apparatus, and participation in the regional fire protection system.

While the agreement expired in 2010, annual extensions were required because the County was negotiating a new fire services agreement with the California Departments of General Services and Forestry and Fire Protection. The language has been approved by both departments, finalized and incorporated into the new cooperative agreement with the City and all contract partners.

Like many other cities across the state, fire protection costs are rising in large part due to the California Public Employees' Retirement System rate increase and increases in State health care costs. While the City's fire tax credit continues to offset the cost of these services, fire service expenditures continue to be closely monitored by staff. Upgrades of fire services positions take place when there is a vacancy, which is the case now with a Firefighter II position. A Firefighter II provides basic life support services, whereas a Firefighter II Paramedic provides both basic and advanced life support services. This allows for a higher level of care provided to patients in having more Firefighter II Paramedics in service. The cost of this upgrade is \$23,215 per year, which is incorporated in the annual cost for Fiscal Year 2014/2015.

The City Attorney has raised a concern with regard to the indemnification provisions of the contract. As drafted, the County is obligated to indemnify the City relating to any claims arising from the County's actions in carrying out the contract; however, with claims arising from Cal Fire's acts or omissions, the County's obligation is limited to situations where Cal Fire's actions are negligent. The City Attorney proposed changes to the indemnification provision, which would have extended the County's indemnification obligation to any acts or omissions of Cal Fire, whether or not Cal Fire was negligent. Those changes have been rejected by the County. The City Attorney is following up with County Counsel to see if progress can be made on this issue.

ALTERNATIVE:

As the proposed agreement enhances service levels and maintains the fire tax credit, staff does not recommend an alternative.

Report prepared by: Chris Escobedo, Assistant to City Manager

Report approved for submission by: Frank Spevacek, City Manager

Attachment: 1. Cooperative Agreement

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, 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 LA QUINTA, a duly created city, (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, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services 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 Board of Supervisors, or his 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. CITY may budget for the position of a Deputy Chief or a Division Fire Chief or COUNTY may assign an existing Chief Officer as the Contract City representative ("City Representative"). The Chief may delegate certain authority to the City Representative, as the Chief's duly authorized designee and the City Representative 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." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase and/or decrease of salary or expenses or when CITY requests an increase and/or decrease in services.

1. 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." There shall be no obligation on the part of CITY to expend or appropriate any sum in excess of Exhibit "A" which exceeds the yearly appropriation of CITY for the purposes of this Agreement. 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 failed to agree 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. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" to this Agreement shall not be subject to relocation expense reimbursement by CITY, as outlined in Section III, B. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "A" and approved by the parties hereto.

2. In the event CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires a reduction in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A," as amended.

COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" 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" on behalf of CITY.

E. _____ [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.

F. _____ [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. In the event that a fire engine which was initially purchased by the CITY and then the CITY elects to have the COUNTY take responsibility of said fire engine(s), the following will apply. All capital improvements and/or betterments to the fire engine(s) will be the responsibility and paid for by the owner of said engine(s). All other maintenance and repairs to the fire engine(s) listed in the attached Exhibit "C" will be the responsibility and paid for by the COUNTY under this Agreement. The insurance responsibility will be dependant upon the CITY'S option to maintain or transfer title of said fire engine(s).

G. Notwithstanding Paragraph F 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 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 Nine Hundred Forty Four Dollars (\$944.00) per day, or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2014 to June 30, 2017. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of CAL FIRE or CITY, COUNTY agrees to continue to provide Fire Services to CITY until such time as CITY has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2016.

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

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, or any extension hereof, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. The cost of services provided by COUNTY during the extended period shall be based upon the amounts that would have been charged to CITY during the fiscal year in which the extended period falls, had a new agreement been extended under this Section IV. Payment by CITY for services rendered by COUNTY during the extended period shall be in accordance with Exhibit "A," of this Agreement.

SECTION V: TERMINATION

Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. This Agreement may 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 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 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, 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. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

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 Fire Department 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 La Quinta from which fire operations shall be conducted. If the Fire Station(s) are owned by the City, the City shall maintain the facilities at its 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,

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 purposed 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 alternate forms of dispute resolution, including, but not limited to, mediation or non-binding arbitration. The costs associated with the selected form of dispute resolution such as mediation or non-binding arbitration shall be shared equally among the participating parties. If the alternate form of dispute resolution does not resolve the issue(s), the parties reserve the right to seek remedies as provided by law or in equity. Venue for litigation shall be in Riverside 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.

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
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF LA QUINTA
City Manager
City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253

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.

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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

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 and to allow interviews of any employees who might reasonably have information related to such records. COUNTY and CITY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

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SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. 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.

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[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.

Dated: _____

CITY OF LA QUINTA

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

PAMELA J. WALLS,
County Counsel

By: _____
ERIC STOPHER
Deputy County Counsel

By: _____
Deputy

(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA
 PRELIMINARY ESTIMATE DATED APRIL 1, 2014 FOR FY 14/15
 (V1 - Convert Fixed Relief FFII to FFIIPM)

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS
STA #32							
Medic Engine	176,454	1.0	150,916	1.0	258,048	2.0	879,869 6.0
STA #70							
Medic Engine	176,454	1.0	150,916	1.0	258,048	2.0	879,869 6.0
STA #93							
Medic Engine	176,454	1.0	0	0.0	169,909	1.0	258,048 2.0
294,451	2.0						898,862 6.0
Fixed Relief				169,909	1.0	0	0.0
Vac. Relief - Engine			150,916	1.0	169,909	1.0	294,451 2.0
							147,225 1.0
							464,360 3.0
							468,050 3.0
SUBTOTALS	529,361	0	452,748	509,727	774,145	1,325,028	3,591,009
SUBTOTAL STAFF	3	0	3	3	6	9	24
FIRE SAFETY SPECIALIST (PCN 114438)				118,433	each		118,433 1.0
SUBTOTAL							\$3,709,443 25
ESTIMATED SUPPORT SERVICES							
Administrative/Operational				15,290	per assigned Staff **		396,776 25.95
Volunteer Program				7,646	Per Entity Allocation		7,646 1.0
Medic Program					Medic FTE/Defib Basis		75,216 12.0
Battalion Chief Support				64,433	.27 FTE per Station		193,299 3.0
Fleet Support				41,527	per Fire Suppression Equip		124,581 3.0
ECC Support					Calls/Station Basis		114,073
Comm/IT Support					Calls/Station Basis		265,402
Hazmat Support							22,953
SUPPORT SERVICES SUBTOTAL							1,199,946
ESTIMATED DIRECT CHARGES							25,655
FIRE ENGINE USE AGREEMENT				23,200	each engine		69,600 3
COOPERATIVE TRUCK AGREEMENT 12.5%							161,340 12.50%
TOTAL STAFF COUNT							25.95
TOTAL ESTIMATED CITY BUDGET							\$5,165,983
* LA QUINTA ESTIMATED FIRE TAX CREDIT							(5,380,866)
NET ESTIMATED CITY BUDGET							(214,883)
* STRUCTURAL FIRE TAXES				1,524,658			
ESTIMATED REDEVELOPMENT PASS THRU				4,044,208			
total contract transfer				(188,000)			
TOTAL ESTIMATED TAX FUNDING				5,380,866			

SUPPORT SERVICES

Administrative & Operational Services
 Finance
 Training
 Data Processing
 Accounting
 Personnel

Procurement
 Emergency Services
 Fire Fighting Equip.
 Office Supplies/Equip.

24.0 Assigned Staff
 1.13 Indio Truck (12.5%)
 0.82 Battalion Chief Support
 ** 25.95 Total Assigned Staff
 3 Fire Stations
 3,080 Number of Calls
 12 Assigned Medic FTE
 3 Monitors/Defibs
 3 Hazmat Stations
 10 Number of Hazmat Calls

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

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

FY 14/15 POSITION SALARIES TOP STEP

264,952	DEPUTY CHIEF	23,200	FIRE ENGINE
261,439	DIV CHIEF	15,290	SRVDEL
243,563	BAT CHIEF	7,646	VOL DEL
176,454	CAPT	6,042	MEDIC FTE
196,888	CAPT MEDIC	904	MEDIC MONITORS/DEFIBS REPLACEMENT
150,916	ENG	64,433	BATT DEL
169,909	ENG/MEDIC	12,635	ECC STATION
129,024	FF II	24.73	ECC CALLS
147,225	FF II/MEDIC	41,527	FLEET SUPPORT
127,015	FIRE SAFETY SUPERVISOR	29,393	COMMIT STATION
118,433	FIRE SAFETY SPECIALIST	57.54	COMMIT CALLS
101,475	FIRE SYSTEMS INSPECTOR	1,904	FACILITY STATION
56,023	OFFICE ASSISTANT III	528.61	FACILITY FTE
66,145	SECRETARY I	2,603	HAZMAT STATION
		1,338.25	HAZMAT CALLS
		1,761	HAZMAT VEHICLE REPLACEMENT

FY 14/15 DIRECT BILL ACCOUNT CODES

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

EXHIBIT "B"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF LA QUINTA
DATED _____, 2014**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES**

A. CREDIT TO CITY

Of the sum CITY has appropriated to provide fire protection services within the area of responsibility of CITY, COUNTY shall allow a credit to CITY in the estimated amount that represents 100% of the annual structural fire taxes collected by the County and annual Redevelopment Pass Thru Funds in excess of \$188,300 collected by COUNTY within the areas of responsibility of CITY. The amount of this credit shall be determined by the County Auditor-Controller prior to the COUNTY's billing of its claim for services with CITY as approved herein. The claim filed by COUNTY with CITY shall be those expenses in excess of the credit allowed to CITY. If the credit allowed to CITY is in excess of the expenses, any excess credit will be deposited by the COUNTY into a trust fund for future fire facilities, equipment and/or services within CITY. The procedures for use of the trust funds are outlined as follows:

B. TRUST FUND PROCEDURES

The excess credit deposited in a trust fund for Fiscal Year 2010/2011 and for subsequent fiscal years during the term of this Agreement shall be expended, dispersed and accounted for as follows:

The trust funds may be used for future fire facilities, equipment, or for future services, at CITY's option. CITY shall have the right to designate the use of the trust funds for one or more of these purposes.

If CITY opts to utilize the trust funds for fire facilities being constructed or rehabilitated in CITY, COUNTY shall, upon CITY's request, release the funds for that purpose to CITY, or to CITY's designee, within 30 days of receiving CITY's written notification of its option.

If CITY opts to utilize the trust funds for equipment purchase or equipment rental, COUNTY shall, upon CITY's request, release the funds for that purpose to CITY or to CITY's designee, within 30 days of receiving CITY's written notification of its option.

If CITY opts to utilize the trust funds for services, it may either request increased services or supplement the fund as a credit applied to future service costs.

The trust funds shall be maintained in an interest-bearing account. The interest earned shall be added to the amount of the trust fund.

COUNTY shall provide an annual accounting of the trust fund amount to CITY by August 1, 2011, and by August 1st of each year thereafter, during the term of this Agreement. CITY shall review the accounting within 30 days of receipt, and shall notify COUNTY of any dispute or objection thereto. CITY and COUNTY shall reconcile any dispute within 30 days thereafter.

If any amount remains in the trust funds upon the effective date of the termination of this Agreement, the funds shall be returned to CITY within 30 days of the date of the termination, unless extended. CITY agrees that the returned funds shall only be used for fire service, equipment and fire facilities.

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF LA QUINTA
DATED _____, 2014**

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

Station 32

Medic Engine ME32, RCO No. 08-881 \$ 23,200.00

Station 70

Medic Engine ME70, RCO No. 07-851 \$ 23,200.00

Station 93

Medic Engine ME93, RCO No. 04-816 \$ 23,200.00

\$ 69,600.00

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