

**A COOPERATIVE AGREEMENT
TO PROVIDE ONE-TIME EQUIPMENT AND STAFFING COST SHARE AGREEMENT
SERVICES FOR THE CITY OF BEAUMONT FOR FIRE STATION #106**

THIS AGREEMENT made and entered into this ____ day of _____ 2025, 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 Beaumont, a duly created city, (hereinafter referred to as "CITY"). COUNTY and CITY hereinafter may be individually referred to as a "Party" and collectively referred to as the "Parties." The Parties agree as follows:

SECTION I: PURPOSE

A. The COUNTY has contracted with the CITY, individually, pursuant to a Cooperative Agreement, to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated June 29, 2021, by and between the City of Beaumont and the County of Riverside (the "Cooperative Agreement")

B. As part of the negotiations and in consideration of the cost of providing Fire Services to the CITY, the CITY, and COUNTY desire a cost-sharing agreement related to the equipment and staffing of Station #106. Station #106 will provide services to the incorporated territory of the City of Beaumont as well as to unincorporated territory in the County of Riverside. This agreement is for the mutual benefit of both the COUNTY and the CITY.

SECTION II: COST SHARE

A. The CITY will purchase a new Fire Truck, which conforms to the standard specification for the Fire Department. Each Fire Truck is custom constructed and takes approximately two (2) years to receive fully equipped.

B. The COUNTY will purchase the standard compliment of equipment for the Fire Truck, not to exceed \$250,000.

C. The Fire Truck is expected to be received in November 2025.

D. For the purposes of staffing the Fire Truck of Fire Station #106, the Parties agree as follows.

(1) The CITY shall pay the actual cost of two (2) Fire Captains, two (2) Fire Apparatus Engineers, three (3) Fire Fighter II, and two (2) Fire Fighter II Paramedics.

(2) The COUNTY shall pay the actual cost of one (1) Fire Captain, one (1) Fire Apparatus Engineer, and one (1) Fire Fighter II Paramedic.

(3) The Staffing Model agreed to in support of the current needs/vehicles at Station #106 are as follows:

Staffing Model			
	City	County	Total
Fire Truck	9	3	12

(4) The outlined staffing cost share shall be incorporated into the "Cooperative Agreement" via an amendment or renewal to the Cooperative Agreement's Exhibit "A" for the City of Beaumont upon operation of the Fire Station.

(5) The cost share will be re-evaluated by both the CITY and the COUNTY at the end of the Agreement period prior to any extension or renewal.

(6) Upon each renewal of any future Cooperative Agreement, the CITY and COUNTY will conduct a review of the cost share agreement and evaluate the current relevance based on current call volume and incident location.

SECTION III: TERM

The term of this Agreement shall begin November 1, 2025, and shall remain in effect until the Fire Station is operational with the Fire Truck. Upon the fire station being operational, the outlined staffing cost share shall be incorporated into the "Cooperative Agreement" via an amendment or renewal to the Cooperative Agreement's Exhibit "A" for the City of Beaumont.

SECTION IV: INDEMNIFICATION

The indemnification provisions as provided in the respective Cooperative Agreement referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

SECTION IV: 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. (See, e.g., Gov. Code, §8546.7; Pub. Contract Code, §10115 et seq.; CCR, Title 2, § 1896 et seq.).

SECTION V: DISPUTES

The disputes provisions as provided in the respective Cooperative Agreement referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.

SECTION V: ELECTRONIC SIGNATURES

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') 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.

///

///

///

[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 herein above written.

CITY OF BEAUMONT

DATED: _____

By: _____
ELIZABETH GIBBS, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

By: _____
ELAINE MORGAN, CITY CLERK

By: _____
BEST BEST & KRIEGER LLP,
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 OF RIVERSIDE

By: _____
Deputy

By: _____
MELISSA R. CUSHMAN
DEPUTY COUNTY COUNSEL