

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

919



FROM: FIRE

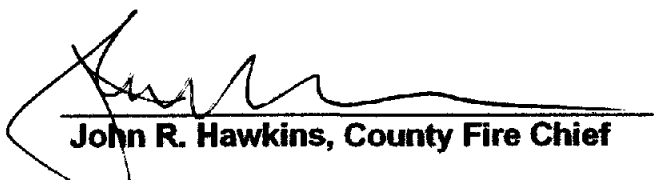
SUBMITTAL DATE:
November 9, 2010

SUBJECT: Approval of the Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Pechanga Band of Luiseno Mission Indians.

RECOMMENDED MOTION: Move that the Board approve and authorize the Chairman to sign the attached Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Pechanga Band of Luiseno Mission Indians.

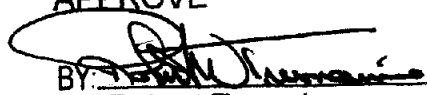
BACKGROUND: The Pechanga Band of Luiseno Mission Indians provides fire protection and emergency response to the citizens within their boundaries. The Tribe has requested the Riverside County Fire Department, through its Emergency Command Center, dispatch the Tribe's emergency vehicles to all incidents. The Tribe will reimburse County annually based on the number of calls as described in Exhibit "DA-3" with the first year reimbursement to be \$90,473.

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 11/18/10
DATE: 11/18/10
SYNTHIA M. GUNZEL, District Attorney


John R. Hawkins, County Fire Chief

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 90,473	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Pechanga Band of Luiseno Mission Indians	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY: 
Robert Tremaine
County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 3.18

District: 1 Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.34

**A COOPERATIVE AGREEMENT TO PROVIDE
FIRE DEPARTMENT DISPATCH AND COMMUNICATION SERVICES
FOR THE PECHANGA BAND OF LUISENO MISSION INDIANS**

THIS AGREEMENT, made and entered into this 1st day of July, 2010, by and between PECHANGA BAND OF LUISENO MISSION INDIANS, a sovereign government, (hereinafter referred to as "TRIBE"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") whereby it is agreed as follows:

I. Purpose.

The purpose of the Agreement is to arrange for COUNTY to provide the TRIBE with fire department dispatch and communications services.

II. Representation.

- A. The County Fire Chief shall represent the COUNTY during the period of this Agreement, under the supervision and direction of the County Board of Supervisors; have charge of the organization described in Exhibit "DA-1", attached hereto and by this reference incorporated herein.
- B. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the services contemplated by this agreement.
- C. TRIBE shall appoint a Fire Chief to represent it during the period of this Agreement, under the supervision and direction of the Tribal Council of the Pechanga Band of Luiseno Mission Indians, have charge of the organization described in Exhibit "DA-2", attached hereto and by this reference incorporated herein.

III. Payment for Services.

- A. TRIBE shall reimburse COUNTY for the services provided under the terms of this Agreement and further described in Section VI below.
- B. COUNTY shall present an invoice to the TRIBE for the cost of these services as shown in Exhibit "DA-3". Based on a July 1 to June 30 fiscal year, TRIBE will receive an invoice on a quarterly, semi-annual, or annual basis at the TRIBE's option, in arrears. TRIBE shall pay each invoice within thirty (30) days after receipt thereof. COUNTY shall annually calculate the rate schedule shown in Exhibit "DA-3" based on the prior fiscal year's costs for County Fire Department dispatch services.

IV. Term of Agreement.

- A. The initial term of this Agreement shall be for three (3) years. The Exhibit "DA-3" may be amended in writing by mutual agreement by both parties in the event of an increase and/or decrease of costs or expenses or when TRIBE requests an increase and/or decrease in services. California Government Code §55603.5 does not apply to the TRIBE, the TRIBE hereby agrees to comply with that provision in so far as neither the COUNTY nor TRIBE shall have the power to abrogate or terminate this Agreement during the term of the contract. After the expiration of the initial term of the Agreement, the parties may renew the terms of the Agreement.

V. Mutual Aid.

The COUNTY and the TRIBE may enter into a separate mutual aid agreement for the purpose of providing assistance to each other in the other's protection jurisdiction. The cost of services under the terms of this agreement shall include those dispatches pursuant to the terms of any mutual aid agreement.

VI. Services by COUNTY.

COUNTY will provide dispatch and communications services for TRIBE as described below. The cost of these services is outlined in Exhibit "DA-3".

- A. COUNTY will provide all dispatch services for fire and rescue resources for emergency and routine operations for TRIBE. This includes activities within the TRIBE's primary jurisdiction as well as external or mutual aid responses. TRIBE agrees to pay for these dispatch services at the rates shown in Exhibit "DA-3" based on the total number of emergency responses within the TRIBE's primary jurisdiction made by TRIBE fire resources for the preceding calendar year.
- B. COUNTY may provide and maintain radio communications equipment for the type and number of radios shown in Exhibit "DA-3." Additional radio communications equipment may be provided to TRIBE based on actual costs to the COUNTY at the time of purchase. All communication equipment used will meet Riverside County Fire Department communication equipment specifications.
- C. Reimbursement to the COUNTY may be paid from any TRIBE funds budgeted without regard to category and, if necessary, from any contingency item.

VII. Mutual Indemnification.

- A. TRIBE shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of TRIBE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of TRIBE, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. TRIBE shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

- B. COUNTY shall indemnify and hold harmless the TRIBE, its elected and appointed officials, directors, officers, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the negligent performance or intentional acts of COUNTY, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. COUNTY shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the TRIBE, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

VIII. 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

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

TRIBE

Pechanga Band of Luiseno Mission Indians
Tribal Council
P.O. Box 1477
Temecula, CA 92593

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above.

IX. Entire Contract.

This Agreement contains the whole contract between the parties and may be amended or modified upon the mutual written consent of the parties hereto.

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: Oct. 22, 2010

PECHANGA BAND OF
LUISENO MISSION INDIANS

By: *Mark Macarro*
MARK MACARRO
Tribal Chairman

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
PAMELA J. WALLS,
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: *Synthia M. Gunzel*
SYNTHIA M. GUNZEL
Deputy County Counsel

By: _____
Deputy

EXHIBIT "DA-1"

Riverside County Fire Department Emergency Command Center Organizational Chart

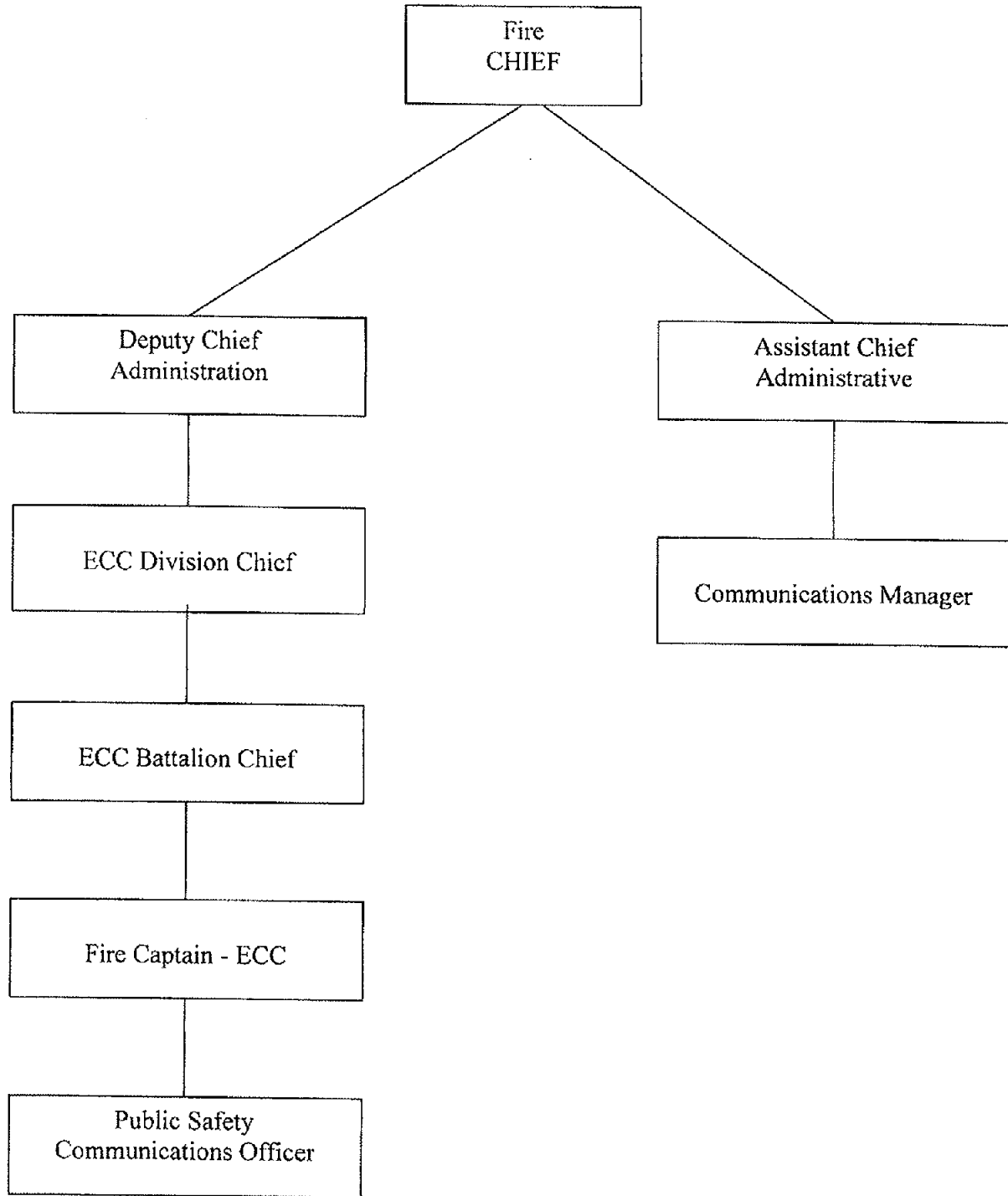


EXHIBIT "DA-2"

Pechanga Band of Luiseno Mission Indians Fire Department Organizational Chart

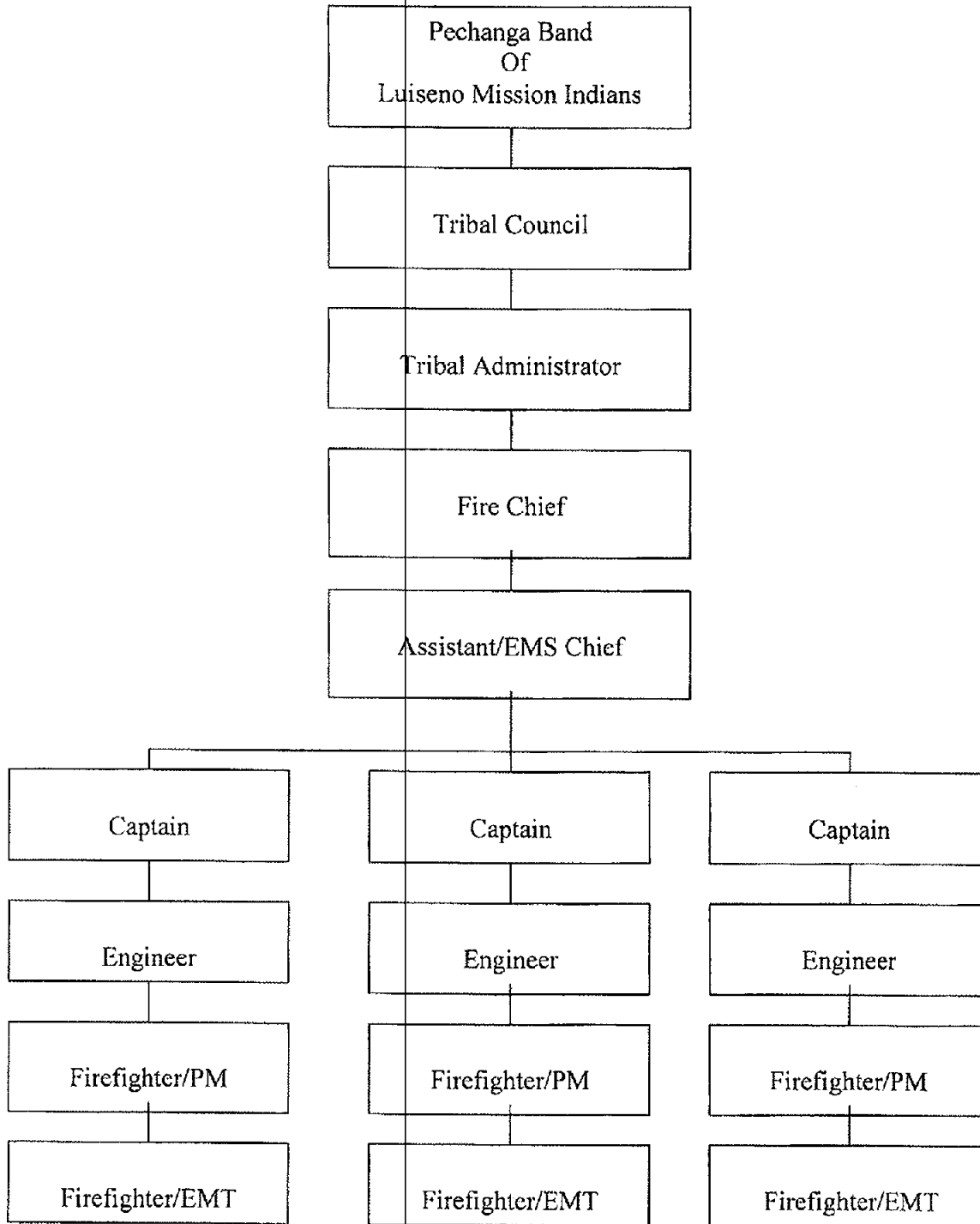


EXHIBIT "DA-3"

COST FOR DISPATCH AND COMMUNICATION SERVICES

The cost for Dispatch and Communication Services include the following:

- Dispatching of all Fire Department vehicles assigned to the Tribe according to the Riverside County Standard Response Plan. (Riverside County Policy Letter 2-01 Standard Response Plan – Exhibit "D")
- Maintain the fire station base radio, mobile radios, hand held radios and radio pagers owned by the Riverside County Fire Department.
- Maintenance of all radio equipment due to negligence will be the responsibility of the negligent party.
- Reprogram radios to conform to Riverside County Fire Department's radio plan during Riverside County Fire Department's pre-identified county wide radio reprogramming.

Cost allocation includes the staff salaries for State and County Personnel assigned to the Emergency Command Center. General industry standards require one Dispatcher per 2500 calls. It also includes the costs for upgrading and maintaining the CAD system. Allocation based on 75% call volume, 25% station basis. Call volume based on previous year incident statistics.

FY 10/11 EMERGENCY COMMAND CENTER (ECC) SUPPORT SCHEDULE				(SCHEDULE E)	
				STATION / CALL	
				BASIS (Appendix 8)	
				STATIONS	CALLS
				25%	75%
EMERGENCY RESPONSE				85.0	115,718
State Command/Support Personnel (Appendix 2)		\$887,824		\$2,611	\$6
County Support Personnel (Appendix 3)		\$2,966,961		\$8,726	\$19
OPERATING COSTS (Appendix 4)		\$660,696		\$1,943	\$4
CAPITAL COSTS TO ALLOCATE (Appendix 5)		\$2,637		\$8	\$0.02
TOTAL COST		\$4,518,117		\$13,289	\$29.28

ANNUAL ECC COSTS

Station Basis 2 station @ \$13,289	\$26,578
Call Volume 516 calls @ \$29.28 per call	\$15,108
TOTAL ANNUAL ECC COSTS	<u>\$41,686</u>

EXHIBIT "DA-3" cont

COST FOR DISPATCH AND COMMUNICATION SERVICES

COMMUNICATIONS & INFO TECHNOLOGY

The Communication and Info Technology staff is responsible for recommending, ordering and installing all radio and computer equipment. They are also responsible for contracting the installation and repair of all safety communication devices on suppression equipment. Radios and computers are assigned to people, vehicles, trucks and stations and require regular coordination with the ECC/Dispatch Services. Allocation is based on 75 % call volume, 25% station basis.

FY 10/11 COMMUNICATIONS / IT SUPPORT SCHEDULE		(SCHEDULE G)	
		STATION / CALL	
		BASIS <small>(Appendix 8)</small>	
		STATIONS	CALLS
		25%	75%
		85.0	115,718
PERSONNEL			
State Command/Support Personnel <small>(Appendix 2)</small>	\$249,783	\$735	\$2
County Support Personnel <small>(Appendix 3)</small>	\$1,758,831	\$5,173	\$11
OPERATING COSTS <small>(Appendix 4)</small>	\$3,249,965	\$9,559	\$21
CAPITAL COSTS TO ALLOCATE <small>(Appendix 5)</small>	\$29,268	\$86	\$0.19
	\$5,287,847	\$15,552	\$34.27

ANNUAL COMM/IT COSTS

Station Basis 2 station @ \$15,552	\$31,104
Call Volume 516 calls @ \$34.27 per call	\$17,683
TOTAL ANNUAL COMM/IT COSTS	<u>\$48,787</u>

Total Estimated Annual Cost: \$90,473