

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

522



FROM: FIRE


SUBMITTAL DATE:
April 4, 2011

SUBJECT: Approval of the Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Idyllwild Fire Protection District.

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 Idyllwild Fire Protection District .

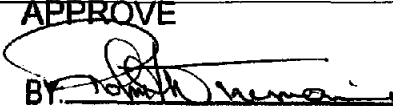
BACKGROUND: The Idyllwild Fire Protection District provides fire protection and emergency response to the citizens within their boundaries. The District has requested the Riverside County Fire Department, through its Emergency Command Center, dispatch the District's emergency vehicles to all incidents. The District will reimburse County annually based on the number of calls as described in Exhibit "DA-3" with the first year reimbursement to be \$39,558.

FORM APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel
 SYNTHIA M. GUNZEL
 Deputational Concurrence


John R. Hawkins, County Fire Chief

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 39,558	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: Idyllwild Fire Protection District	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

Consent
 Policy
 Consent
 Policy

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 10/30/01 Item 3.13 | **District:** 1 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.15

**A COOPERATIVE AGREEMENT TO PROVIDE
FIRE DEPARTMENT DISPATCH AND COMMUNICATION SERVICES
FOR THE IDYLLWILD FIRE PROTECTION DISTRICT**

THIS AGREEMENT, made and entered into this 26 day of March, 2011, by and between IDYLLWILD FIRE PROTECTION DISTRICT, a special district, (hereinafter referred to as "DISTRICT"), 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 DISTRICT with fire department dispatch and communications services. And DISTRICT to provide the COUNTY permission to utilize the DISTRICT FCC licensed radio frequency termed Support 11. The intent of this Agreement is to define the respective roles and responsibilities of each party.

II. Representation.

- A. The County Fire Chief shall represent the COUNTY during the period of this Agreement and that Officer shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "DA-1". Which is a part of this agreement by attachment.
- 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. DISTRICT shall appoint a Fire Chief to represent it during the period of this Agreement and that Officer shall, under the supervision and direction of the District Board of Directors, have charge of the organization described in Exhibit "DA-2". Which is a part of this agreement by attachment.

III. Payment for Services.

- A. DISTRICT 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 DISTRICT for the cost of these services as shown in Exhibit "DA-3," which is a part of this Agreement by attachment. Based on a July 1 to June 30 fiscal year, DISTRICT will receive an invoice on a quarterly, semi-annual or annual basis at the DISTRICT's

option, in arrears. DISTRICT 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. Exhibit "DA-3" shall become a part of this Agreement by attachment.

- C. COUNTY agrees to annually credit the DISTRICT the sum of Ten Thousand Dollars (\$10,000.00) against the above invoice for dispatch services for the usage of the DISTRICT FCC licensed radio frequency termed Support 11.

IV. Term of Agreement.

- A. The initial term of this Agreement shall be for three (3) years with Amendment of Exhibit "DA-3" on the off [non-contract] two (2) years. Pursuant to California Government Code §55603.5, neither COUNTY nor DISTRICT shall have the power to abrogate or terminate this Agreement during the term of the contract. If no written notice of termination is received by either party, this Agreement shall be automatically renewed at the same level of service, but at the level of expense in effect for the year of renewal, and otherwise on the same terms and conditions herein specified, so far as applicable until:

- (1) A new Agreement is fully executed, or
- (2) Termination of the Agreement following sixty days prior written notice of termination, or
- (3) New Exhibit "DA-3" is mutually agreed to by and between the parties.

V. Mutual Aid.

The COUNTY and the DISTRICT 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.

Based on the "organization" set forth in Exhibit "DA-1," COUNTY will provide dispatch and communications services for DISTRICT 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 DISTRICT. This includes activities within the DISTRICT's primary jurisdiction as well as external or mutual aid responses. DISTRICT 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 DISTRICT's primary jurisdiction made by DISTRICT 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 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 DISTRICT funds budgeted without regard to category and, if necessary, from any contingency item.

VII. Services by DISTRICT.

- A. DISTRICT agrees to allow the COUNTY and hereby grants permission the use of their FCC licensed radio frequency termed Support 11 (156.105 MHz) as needed for emergency incidents.
- B. COUNTY agrees to adhere to all applicable FCC rules and regulations, and may not transfer this authority to any other, without approval of the DISTRICT.

VIII. Liability.

- A. The COUNTY will defend, indemnify and hold harmless the DISTRICT from all loss, and expenses caused by the negligent or wrongful act or omission of COUNTY officers, agents and employees occurring in the performance of the terms of this Agreement.
- B. The DISTRICT will defend, indemnify and hold harmless the COUNTY from all loss, and expenses caused by the negligent or wrongful act or omission of DISTRICT officers, agents, members, allottees, and employees occurring in the performance of this Agreement.

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

DISTRICT

Fire Chief
Idyllwild Fire Protection District
P.O. Box 656
Idyllwild, CA 92549

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

X. 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.

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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: 3/26/11

IDYLLWILD FIRE PROTECTION DISTRICT

By: [Signature]

Title: PRESIDENT OF THE BOARD

APPROVED AS TO FORM:

ATTEST:

By: [Signature]

Title: FIRE CHIEF

(SEAL)

Dated: 3/28/11

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

By: _____

(SEAL)

By: [Signature]

SYNTHIA M. GUNZEL

Deputy County Counsel

for PAMELA J. WALLS

County Counsel

EXHIBIT "DA-1"

Emergency Command Center Organizational Chart

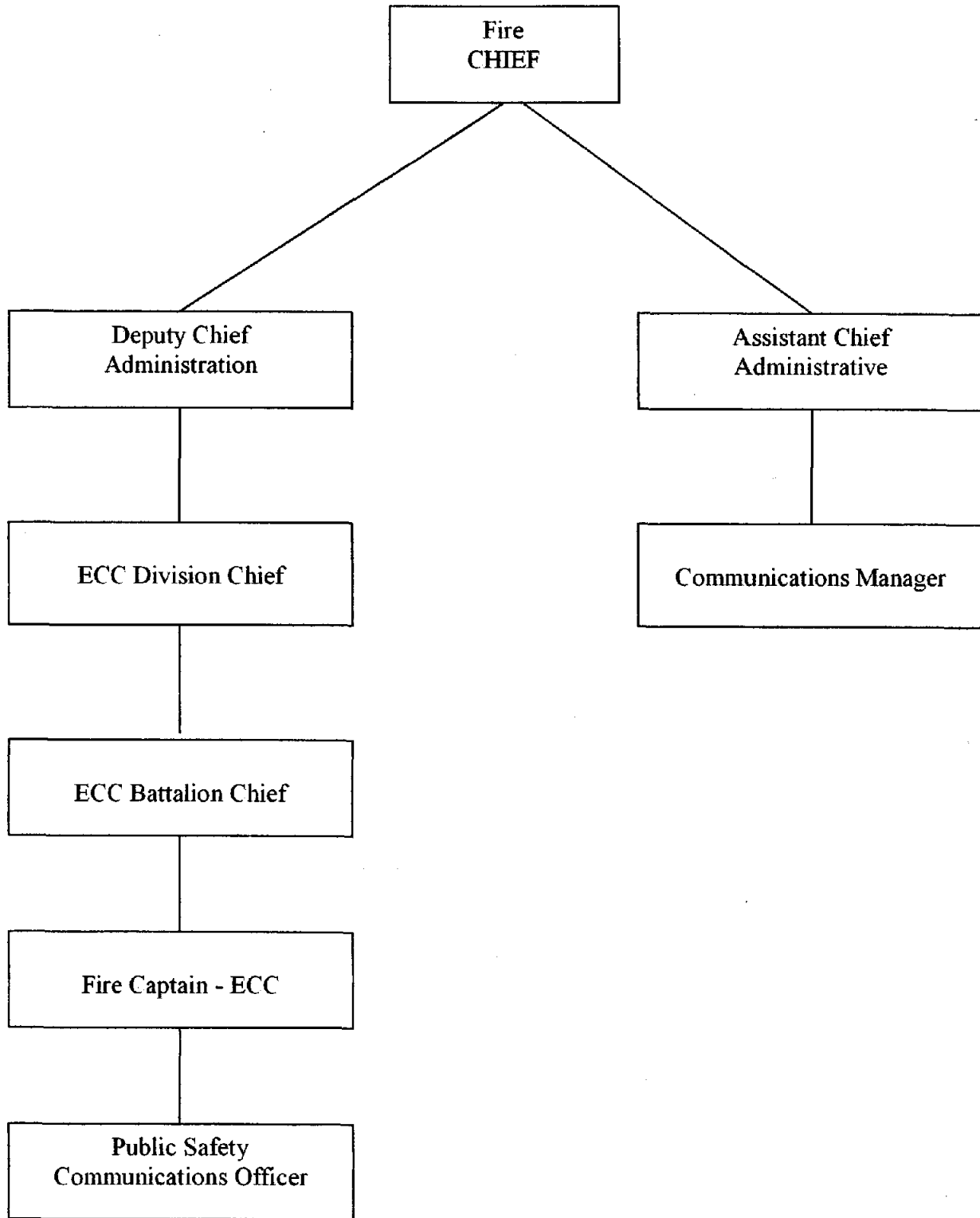


EXHIBIT "DA-2"

Fire Department Organizational Chart

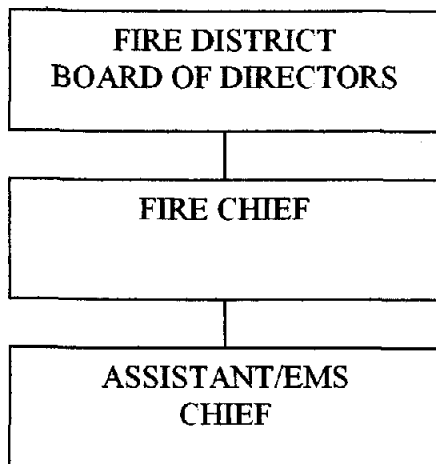


EXHIBIT "DA-3"

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 District 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	1 station @ \$13,289	\$13,289
Call Volume	326 calls @ \$29.28 per call	\$ 9,545
TOTAL ANNUAL ECC COSTS		\$22,834

Dispatch & Communication Cooperative Agreement
 Idyllwild Fire Protection District
 July 1, 2010 to June 30, 2013
 Exhibit "DA-3"

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

ANNUAL COMM/IT COSTS

Station Basis 1 station @ \$15,552	\$15,552
Call Volume 326 calls @ \$34.27 per call	\$11,172
TOTAL ANNUAL COMM/IT COSTS	<u>\$26,724</u>

Total Estimated Annual Costs: \$49,558

Credit for Annual Usage of Support 11 Radio Frequency: (\$10,000.00)

Total Estimated Annual Cost: \$39,558

EXHIBIT "DA-3" cont

Riverside County Fire Department equipment assigned to Idyllwild Fire Protection District

Kenwood mobile radio TK790 # 71000519
Kenwood mobile radio TK790 # 71000520
Kenwood mobile radio TK790 # 50300346
Kenwood Hand held radio TK280 # 31200331
Kenwood Hand held radio TK280 # 31200332
Kenwood Hand held radio TK280 # 31200333
Kenwood Hand held radio TK280 # 31200334
Kenwood Hand held radio TK280 # 31200335
Kenwood Hand held radio TK280 # 31200336
Kenwood Hand held radio TK280 # 31200337
Kenwood Hand held radio TK280 # 31200338
Kenwood Hand held radio TK280 # 31200339
Kenwood Hand held radio TK280 # 31200340
Kenwood Hand held radio TK280 # 31200341
Kenwood Hand held radio TK280 # 31200342
REA 2TR9A # 036033
REA 2TR9A # 5034896
REA 2YR9A # 9808033427
Shinwa radio pager # 000089
Shinwa radio pager # 004026
Shinwa radio pager # 012274
Shinwa radio pager # 052290
Shinwa radio pager # 052876
Shinwa radio pager # 052934
Shinwa radio pager # 089429
Shinwa radio pager # J52803
Shinwa radio pager # J57759
Shinwa radio pager # J57765
Shinwa radio pager # J57946
Shinwa radio pager # J57951
Shinwa radio pager # J58183
Shinwa radio pager # Z93322
Shinwa radio pager # J57899
Shinwa radio pager # Z70936
Shinwa radio pager # 003992
Shinwa radio pager # 013940
Motorola radio pager # 136WGG8770
Motorola radio pager # 136WGN1156