

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS 11/5/15  
DATE

Departmental Concurrence

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

904



FROM: FIRE

SUBMITTAL DATE:  
November 3, 2015

SUBJECT: Approval of the Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Pechanga Band of Luiseño Mission Indians for three (3) years; [\$386,454] 100% Contract revenue;  
District 3

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement to Provide Dispatch and Communication Services for Pechanga Band of Luiseño Mission Indians; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the county.

BACKGROUND:

Summary

Continued on Page 2

John R. Hawkins  
John R. Hawkins,  
County Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 128,818	\$ 128,818	\$ 386,454	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

SOURCE OF FUNDS: Contract revenue from the Pechanga Band of Luiseño Mission Indians subject to annual cost increase.

Budget Adjustment: No  
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE  
BY: Tina Grande  
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

☐ Positions Added  
☐ Change Order  
☐ A-30  
☐ 4/5 Vote

Prev. Agn. Ref.: District: 3 Agenda Number:

3-27

**BACKGROUND:**

**Summary (continued)**

The Pechanga Band of Luiseño Mission Indians desires to continue to contract for Dispatch and Communication Services with the Riverside County Fire Department, and as such, the two agencies have reached an agreement as to the level of service to be provided to the District.

The Pechanga Band of Luiseño Mission Indians has been contracting for Riverside County Dispatch and Communication Services from the County Fire Department since 2000. The term of this agreement is July 1, 2015 through June 30, 2018. The total estimated contract revenue will be received annually to cover the full contract costs; with FY 15/16 estimated at \$128,818. The final revenue amount is subject to increase and/or decrease based on fiscal year end reconciliation of support services with actual costs to be adjusted on the 4<sup>th</sup> Quarter Invoice sent out in August following the fiscal year close.

**Impact on Citizens and Businesses**

The businesses and citizens within the Pechanga Band of Luiseño Mission Indians will continue to receive the reliability of the County Fire Department's dispatch and communication services.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The County is estimated to receive \$ 128,818 in revenue for FY 15/16 and the same in the following fiscal year. This revenue will be used to fund the Dispatch and Communication Services provided to the Pechanga Band of Luiseño Mission Indians.

**Contract History and Price Reasonableness**

The Pechanga Band of Luiseño Mission Indians has been contracting for Riverside County Dispatch and Communication Service since 2000. The estimated cost increase for FY 15/16 is 12% from the previous FY 14/15.

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

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between PECHANGA BAND OF LUISEÑO MISSION INDIANS, a sovereign Indian 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 (hereinafter referred to as "Fire Dispatch Services").

**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", 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 and that Officer shall, under the supervision and direction of the Tribal Administration of the Pechanga Band of Luiseño 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," which is a part of this Agreement by attachment. 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 Fire Dispatch Services. Exhibit "DA-3" shall become a part of this Agreement by attachment.

#### **IV. Initial Term and Renewal.**

- A. The term of this Agreement shall be effective as of the day and year hereinabove first written and shall continue until June 30, 2018. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than sixty (60) days 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 TRIBE, COUNTY agrees to continue to provide Fire Dispatch Services to TRIBE until such time as TRIBE has a reasonable opportunity to implement alternative Fire Dispatch Services. In no event shall this Agreement be terminated by either party after May 1, 2018.
- B. Six (6) months prior to the date of expiration of this Agreement, TRIBE shall give COUNTY written notice of whether TRIBE intends to extend this Agreement or enter into a new agreement with COUNTY for Fire Dispatch Services and, if so, whether TRIBE intends to change the level of Fire Dispatch Services provided under this Agreement.
- C. If TRIBE 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 TRIBE of any extension of this Agreement and any changes in the level of Fire Dispatch Services COUNTY will provide during the extended period of this Agreement. Fire Dispatch Services provided and obligations incurred by COUNTY during an extended period shall be accepted by TRIBE 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 TRIBE during the fiscal year in which the extended period falls, had a new agreement been extended under this Section IV. Payment by TRIBE for services rendered by COUNTY during the extended period shall be in accordance with Exhibit "DA-3," of this 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. Any Fire Dispatch Services provided pursuant to any separate mutual aid agreement shall be billed according to the terms of this agreement.

#### **VI. Services by COUNTY.**

Based on the "organization" set forth in Exhibit "DA-1," COUNTY will provide Fire Dispatch 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 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.

## **VII. Indemnification and Hold Harmless.**

- A. To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless TRIBE, 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.
- B. To the fullest extent permitted by applicable law, TRIBE 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 TRIBE, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of TRIBE its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which TRIBE'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 Indemnatee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

### **VIII. Disputes.**

Any disputes arising out of this Agreement shall be governed by the Dispute Resolution Addendum which is attached hereto and incorporated herein.

### **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

TRIBE

Pechanga Band of Luiseño 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.

### **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.

[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: 10/27/15

PECHANGA BAND OF LUISEÑO MISSION INDIANS

By:   
MARK MACARRO  
Tribal Chairman

ATTEST:

APPROVED AS TO FORM:

MICHELE HANNAH,  
Deputy General Counsel

By:   
MICHELE HANNAH  
Deputy General Counsel

(SEAL)

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
ASHLEY MARION

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE


By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

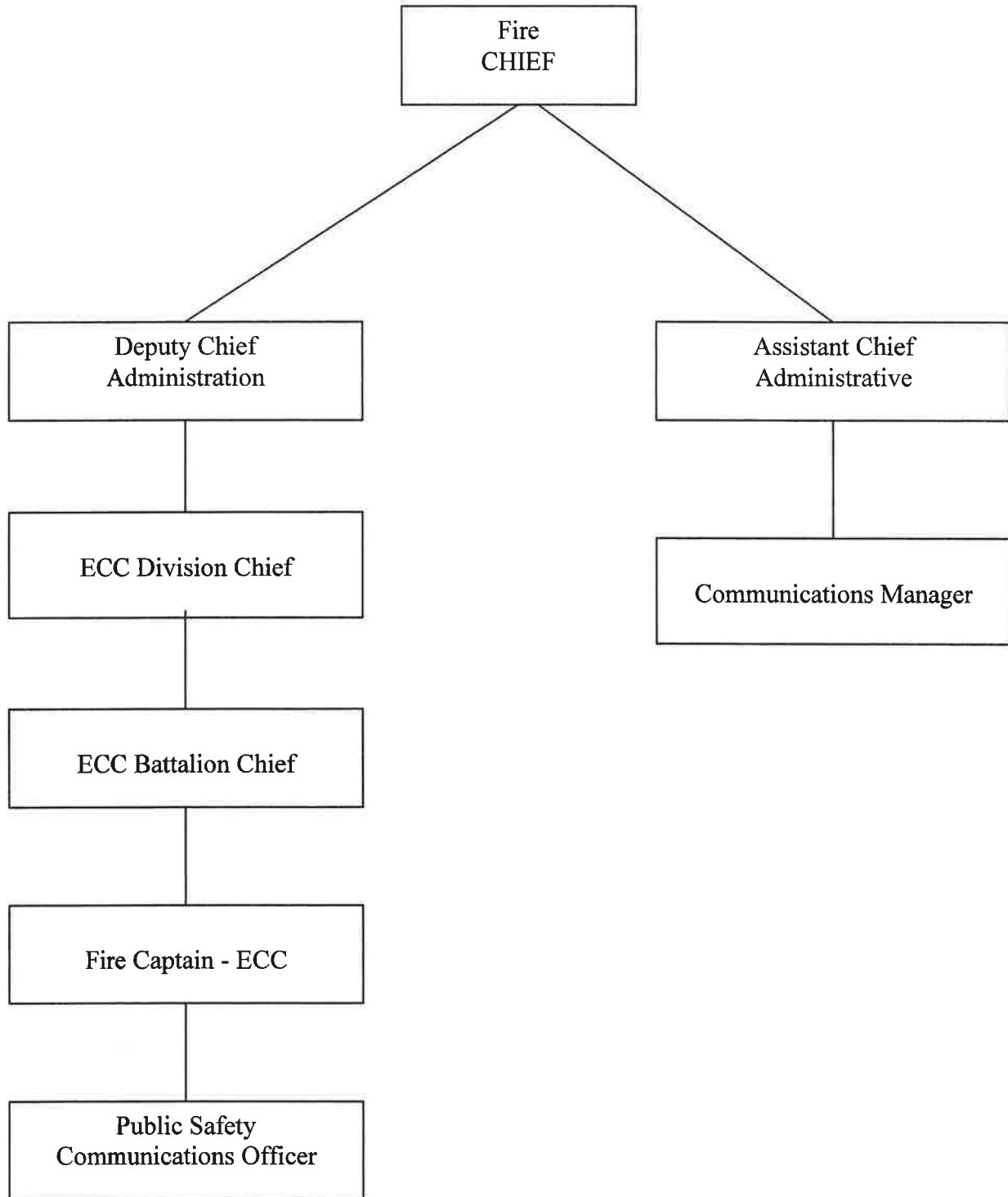
APPROVED AS TO FORM:  
GREGORY P. PRIAMOS,  
County Counsel

By: \_\_\_\_\_  
Deputy

By:   
ERIC STOPHER,  
Deputy County Counsel

# EXHIBIT "DA-1"

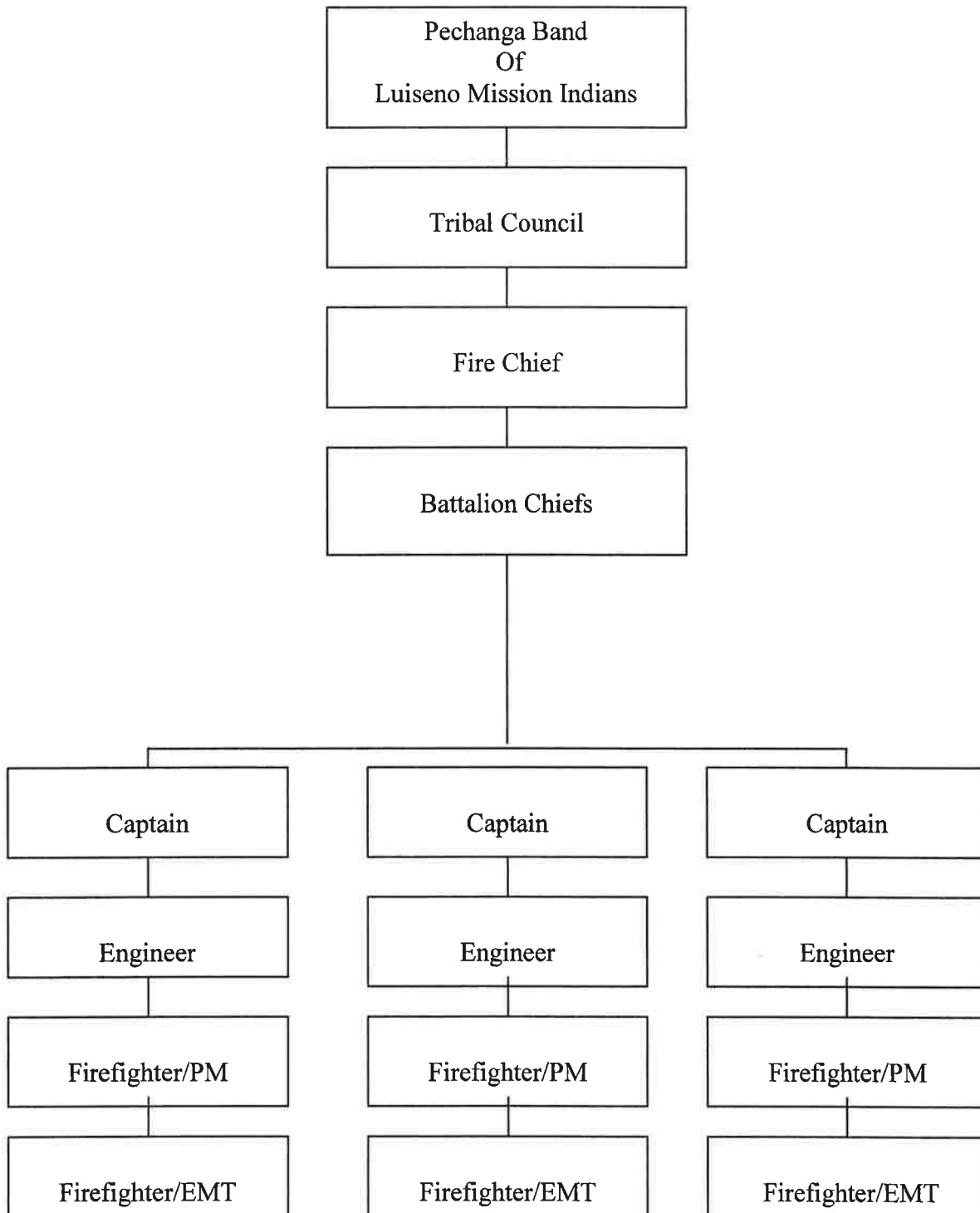
## Riverside County Fire Department Emergency Command Center Organizational Chart





## 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.

<b>FY 15/16 EMERGENCY COMMAND CENTER (ECC) SUPPORT SCHEDULE</b>		<b>(SCHEDULE E)</b>	
		<b>STATION / CALL</b>	
		<b>BASIS (Appendix 7)</b>	
		<b>STATIONS</b>	<b>CALLS</b>
		<b>25%</b>	<b>75%</b>
<b>EMERGENCY RESPONSE</b>		<b>88.5</b>	<b>146,490</b>
State Command/Support Personnel (Appendix 2)	\$979,963	\$2,768	\$5
County Support Personnel (Appendix 3)	\$4,212,433	\$11,900	\$22
<b>OPERATING COSTS (Appendix 4)</b>		<b>\$869</b>	<b>\$2</b>
<b>CAPITAL COSTS TO ALLOCATE (Appendix 5)</b>		<b>\$2</b>	<b>\$0.00</b>
<b>TOTAL COST</b>		<b>\$15,538</b>	<b>\$28.16</b>

### ANNUAL ECC COSTS

Station Basis 2 station @ \$15,538	\$31,076
Call Volume 591 calls @ \$28.16 per call	\$16,643
<b>TOTAL ANNUAL ECC COSTS</b>	<b><u>\$47,719</u></b>

## 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 15/16 COMMUNICATIONS / IT SUPPORT SCHEDULE		(SCHEDULE G)	
		STATION / CALL	
		BASIS (Appendix 7)	
		STATIONS	CALLS
		25%	75%
PERSONNEL		88.5	146,490
State Command/Support Personnel (Appendix 2)	\$0	\$0	\$0
County Support Personnel (Appendix 3)	\$3,496,863	\$9,878	\$18
OPERATING COSTS (Appendix 4)	\$5,778,764	\$16,324	\$30
CAPITAL COSTS TO ALLOCATE (Appendix 5)	\$72,482	\$205	\$0.37
	<b>TOTAL COST</b>	<b>\$9,348,110</b>	<b>\$26,407</b>

#### ANNUAL COMM/IT COSTS

Station Basis 2 station @ \$26,407	\$52,814
Call Volume 591 calls @ \$47.86 per call	\$28,285
<b>TOTAL ANNUAL COMM/IT COSTS</b>	<b><u>\$81,099</u></b>

**TOTAL ESTIMATED ANNUAL COST: \$128,818**

## DISPUTE RESOLUTION ADDENDUM

A. The Pechanga Band of Luiseño Indians (the "Tribe") is a sovereign Indian Nation, and as such it possesses sovereign immunity from suit. Nothing in this Agreement is or shall be deemed to be a waiver of the Tribe's sovereign immunity from suit, which immunity is expressly asserted, except that the Tribe agrees to waive its immunity for the limited and sole purposes of compelling arbitration by **County of Riverside** ("Vendor") and of enforcing arbitration of any decision rendered pursuant to the terms and conditions of this Agreement.

B. Prior to pursuing any arbitration, each party shall, whenever possible, attempt to resolve any grievances, complaints or disputes that are brought to its attention by the other party. Each party shall notify the other party in writing of any material dissatisfaction with the other party's performance at its address of record. Within ten (10) days of receipt of such notice, unless the problem has been resolved, the parties shall meet and confer in good faith to determine what remedial action, if any, is necessary.

C. In the event of any dispute between the parties hereto arising under this Agreement, such dispute shall be submitted to mandatory binding arbitration, to be conducted in Riverside County, CA, pursuant to the Commercial Rules of the American Arbitration Association. Each party shall initially pay its own arbitration costs and expenses, but the arbitrator may, in its discretion, include such costs and expenses, together with reasonable attorneys' fees, as part of the award to the prevailing party. Any award of the arbitrators may be submitted for enforcement to a court of competent jurisdiction located in Riverside County, CA.

D. Judicial remedies are specifically limited to the enforcement of an award of money damages by arbitration pursuant to this Agreement; provided that the arbitrator(s) and/or court shall have no authority or jurisdiction to execute against any assets of the Pechanga Band of Mission Indians except to award the prevailing party the amounts paid or payable under this Agreement, costs of arbitration, court costs to enforce the arbitration decision and legal fees incurred during arbitration and any subsequent court proceedings to enforce the arbitration decision.

E. The Tribe's limited waiver of its sovereign immunity as provided herein extends only to an arbitration, action to compel arbitration and action to confirm or enforce arbitration awards by Vendor, and no other person or entity, for money damages in an amount not to exceed the amounts paid or payable under this Agreement, for the Tribe's breach of this Agreement.

Signed:  
COUNTY OF RIVERSIDE

Signed:  
PECHANGA BAND OF LUISEÑO  
INDIANS

By: \_\_\_\_\_

By: Mark Macarro, Tribal Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_