

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* 4-28-11
SYNTHIA M. GUNZEL
Deputy County Counsel

[Signature]
John R. Hawkins, County Fire Chief

FINANCIAL
DATA

Current F.Y. Total Cost: \$ 39,558
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 2010/2011

SOURCE OF FUNDS: Idyllwild Fire Protection District

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

[Signature]
By: Robert Tremaine

County Executive Office Signature

Policy ☒ Policy ☒
Consent ☐ Consent ☐

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 10, 2011
xc: Fire

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

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

Prev. Agn. Ref.: 10/30/01 Item 3.13 | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.15



RIVERSIDE COUNTY FIRE DEPARTMENT
IN COOPERATION WITH
THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

John R. Hawkins ~ Fire Chief
210 West San Jacinto Avenue ~ Perris, CA 92570
(951) 940-6900 ~ www.rvcfire.org

PROUDLY SERVING THE
UNINCORPORATED AREAS
OF RIVERSIDE COUNTY
AND THE CITIES OF:

BANNING
BEAUMONT
CALIMESA
CANYON LAKE
COACHELLA
DESERT HOT SPRINGS
EASTVALE
INDIAN WELLS
INDIO
LAKE ELSINORE
LA QUINTA
MENIFEE
MORENO VALLEY
PALM DESERT
PERRIS
RANCHO MIRAGE
RUBIDOUX CSD
SAN JACINTO
TEMECULA
WILDOMAR

**BOARD OF
SUPERVISORS:**

BOB BUSTER
DISTRICT 1

JOHN TAVAGLIONE
DISTRICT 2

JEFF STONE
DISTRICT 3

JOHN BENOIT
DISTRICT 4

MARION ASHLEY
DISTRICT 5

April 14, 2011

TO: ROBERT TREMAINE,
Principal Management Analyst
Riverside County Executive Office

FROM: KAREN GIPSON,
Administrative Services Analyst II
Riverside County Fire Department

**RE: Form 11's, Cooperative Agreement for Dispatch, and Mobile Data
Computer Use Agreement with the Idyllwild Fire Protection
District**

The enclosed Form 11's, Cooperative Agreement to Provide Fire Department Dispatch and Communication Services, and Mobile Data Computer Use Agreement for the Idyllwild Fire Protection District has been reviewed and signed by the District Board, County Fire Chief Hawkins, and County Counsel.

Please review these documents. If they meet your approval, please sign and forward on to the Board of Supervisors to be placed on the calendar for hearing. If there is anything you do not approve of, please contact me as soon as possible.

These are our standard templates for the Cooperative Agreement for Dispatch and Mobile Data Computer Use Agreement. The only change was to the Cooperative Agreement adding Paragraph C to Section III. Payment of Services. We would like to allow a \$10,000.00 credit for use of the Districts Support 11 radio frequency.

Thank you for your time.

Karen



RIVERSIDE COUNTY FIRE DEPARTMENT
IN COOPERATION WITH
THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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**BOARD OF
SUPERVISORS:**

BOB BUSTER
DISTRICT 1
JOHN TAVAGLIONE
DISTRICT 2
JEFF STONE
DISTRICT 3
JOHN BENOIT
DISTRICT 4
MARION ASHLEY
DISTRICT 5

April 14, 2011

FORM APPROVED COUNTY COUNSEL
BY: SMG 4-28-11
SYNTHIA M. GUNZEL DATE

TO: SYNTHIA M. GUNZEL,
Deputy County Counsel
Riverside County Counsel

FROM: KAREN GIPSON,
Administrative Services Analyst II
Riverside County Fire Department

RE: Form 11's, Cooperative Agreement for Dispatch, and Mobile Data
Computer Use Agreement with the Idyllwild Fire Protection
District

The enclosed Form 11's, Cooperative Agreement to Provide Fire Department Dispatch and Communication Services, and Mobile Data Computer Use Agreement for the Idyllwild Fire Protection District has been reviewed and signed by the District Board and County Fire Chief Hawkins.

Please review these documents. If they meet your approval, please sign and forward on to Bob Tremaine for approval and to place on our Board Agenda. If there is anything you do not approve of, please let me know.

These are our standard templates for the Cooperative Agreement for Dispatch and Mobile Data Computer Use Agreement. The only change was to the Cooperative Agreement adding Paragraph C to Section III. Payment of Services. We would like to allow a \$10,000.00 credit for use of the Districts Support 11 radio frequency.

Please give me a call if you have any questions. Thank you for your time.

Karen

RECEIVED
APR 18 2011
COUNTY COUNSEL
TO SMG

**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: [Signature]

Chairman, Board of Supervisors

BOB BUSTER

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

By: [Signature]
(SEAL)

By: [Signature]
SYNTHIA M. GUNZEL
Deputy County Counsel
for PAMELA J. WALLS
County Counsel

EXHIBIT "DA-1"

Emergency Command Center Organizational Chart

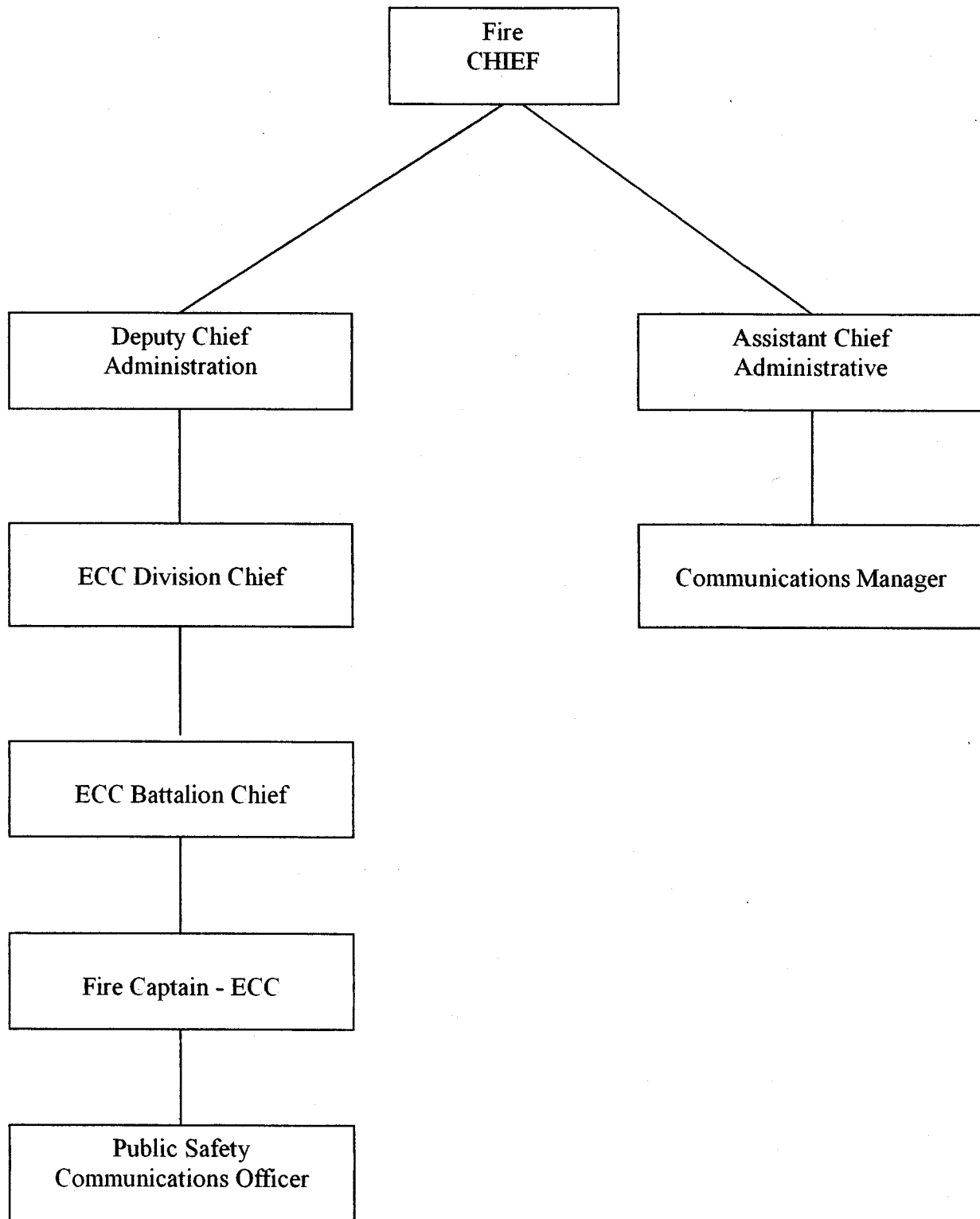


EXHIBIT “DA-2”

Fire Department Organizational Chart

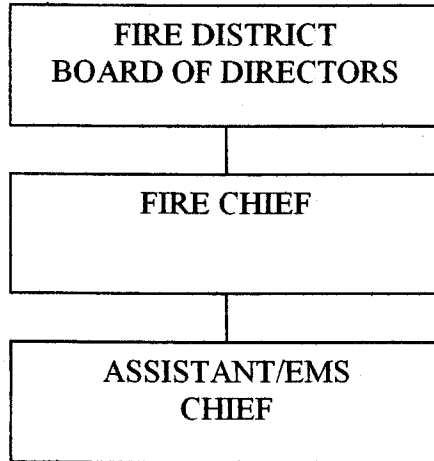


EXHIBIT "DA-3"

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
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		<u>\$22,834</u>

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