

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 11/21/14

Departmental Concurrence

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

570



FROM: FIRE

SUBMITTAL DATE:
 November 19, 2014

SUBJECT: Approval of the Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Soboba Band of Luiseno Indians for three (3) years [\$165,795] District 3 / District 3

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement for to Provide Dispatch and Communication Services, between the County of Riverside and the Soboba Band of Luiseno Indians; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County.

BACKGROUND:

Summary

The Soboba Band of Luiseno Indians desires 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 sovereign government.

[Signature]

Glenn Patterson, Deputy Chief for
 John R. Hawkins, County Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 55,265	\$ 55,265	\$ 165,795	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0.00	

SOURCE OF FUNDS: Contract revenue from the Soboba Band of Luiseno Indians subject to annual cost increase.

Budget Adjustment: No
 For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: None
 Date: December 9, 2014
 xc: Fire

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

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

Prev. Agn. Ref.: None | District: 3/3 | Agenda Number:

3-13

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

FORM 11: Approval of the Cooperative Agreement for the Soboba Band of Luiseno Indians

DATE: December 9, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The term of this agreement is July 1, 2014 through June 30, 2017. The total estimated contract revenue will be received annually to cover the full contract costs. With the current FY 14/15 estimated at \$55,265. Subject to increase and/or decrease based on fiscal year end reconciliation of support services with actual costs to be adjusted on the 4th Quarter Invoice sent out in August following the fiscal year close.

Impact on Citizens and Businesses

There will be no impact on businesses or citizens of this sovereign government due to entering into this agreement. However, the language in the Agreement does state that the sovereign government may increase or decrease employees or services assigned to the sovereign government with one hundred twenty (120) day written notice to the County. All requests for changes will be evaluated by the designated Chief Officer and/or County Fire Chief to ensure that the levels of service provided to the Community are at or above the minimum standard requirements. Any concerns will be discussed with the Tribal Representative.

Contract History and Price Reasonableness

The Soboba Band of Luiseno Indians have not previously contracted with the Riverside County Fire Department for dispatch services.

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

THIS AGREEMENT, made and entered into this 9th day of December, 2014, by and between SOBOBA BAND OF LUISENO 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 (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 Soboba Band of Luiseno 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, 2017. 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, 2017.
- B. One (1) year 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 included in the

Fire Dispatch Services contemplated by, and 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 Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

VIII. Audit.

COUNTY and TRIBE agree that their designated audit representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to audit of the performance of this Agreement. COUNTY and TRIBE 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 TRIBE agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

IX. Disputes.

TRIBE shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of TRIBE, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of TRIBE has the potential to conflict with COUNTY interest or policy.

Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the TRIBE and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. TRIBE and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between TRIBE and COUNTY representatives may be resolved, by mutual agreement of the parties, through alternate forms of

dispute resolution, including, but not limited to, mediation or non-binding arbitration. The costs associated with the selected form of dispute resolution such as mediation or non-binding arbitration shall be shared equally among the participating parties. If alternate forms of dispute resolution do not resolve the issue(s), the parties reserve the right to seek remedies as provided by law or in equity. Venue shall be in the County of Riverside. This limited waiver of sovereign immunity shall limit the remedy(ies) available for claims against the Soboba Band of Luiseno Indians by the County of Riverside to an award of actual damages not to exceed the amount payable under this Agreement. This waiver is not enforceable as to any party other than the County of Riverside as related to the terms of this Agreement. The parties waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner.

X. 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

Soboba Tribal Fire Chief
23904 Soboba Road
P.O. Box 487
San Jacinto, CA 92581

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

XI. 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: Nov. 14, 2014

SOBOBA BAND OF LUISENO INDIANS

By: Rosemary Nicks
Tribal Chairperson

ATTEST:

By: _____

Title: _____

(SEAL)

APPROVED AS TO FORM:

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

~~MARION ASHLEY~~

Dated: DEC 09 2014

COUNTY OF RIVERSIDE

By: Marion Ashley
Chairman, Board of Supervisors
MARION ASHLEY

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: [Signature]
Deputy

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

By: [Signature]
ERIC STOPHER,
Deputy County Counsel

EXHIBIT "DA-1"

Emergency Command Center Organizational Chart

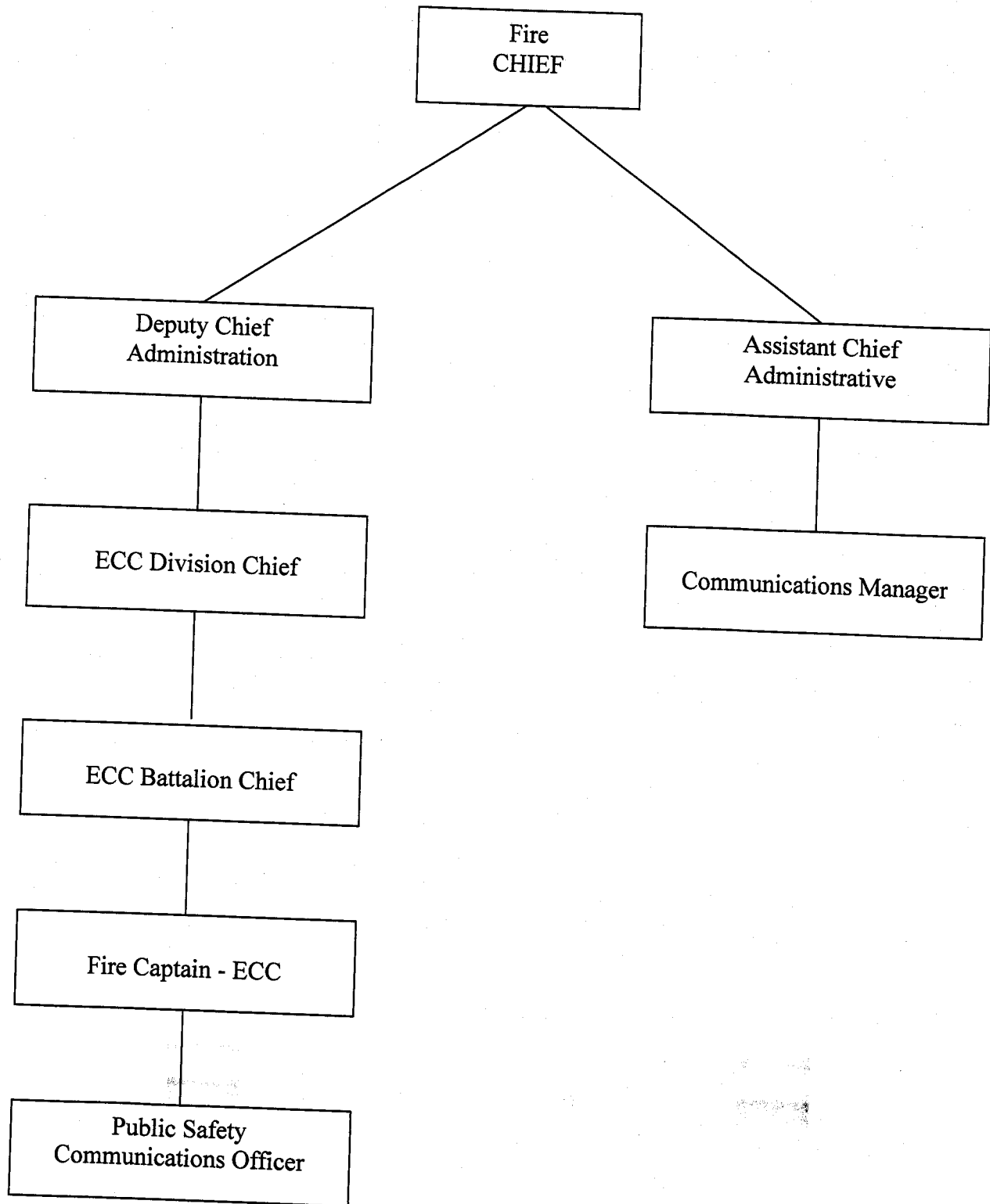


EXHIBIT "DA-2"

Fire Department Organizational Chart

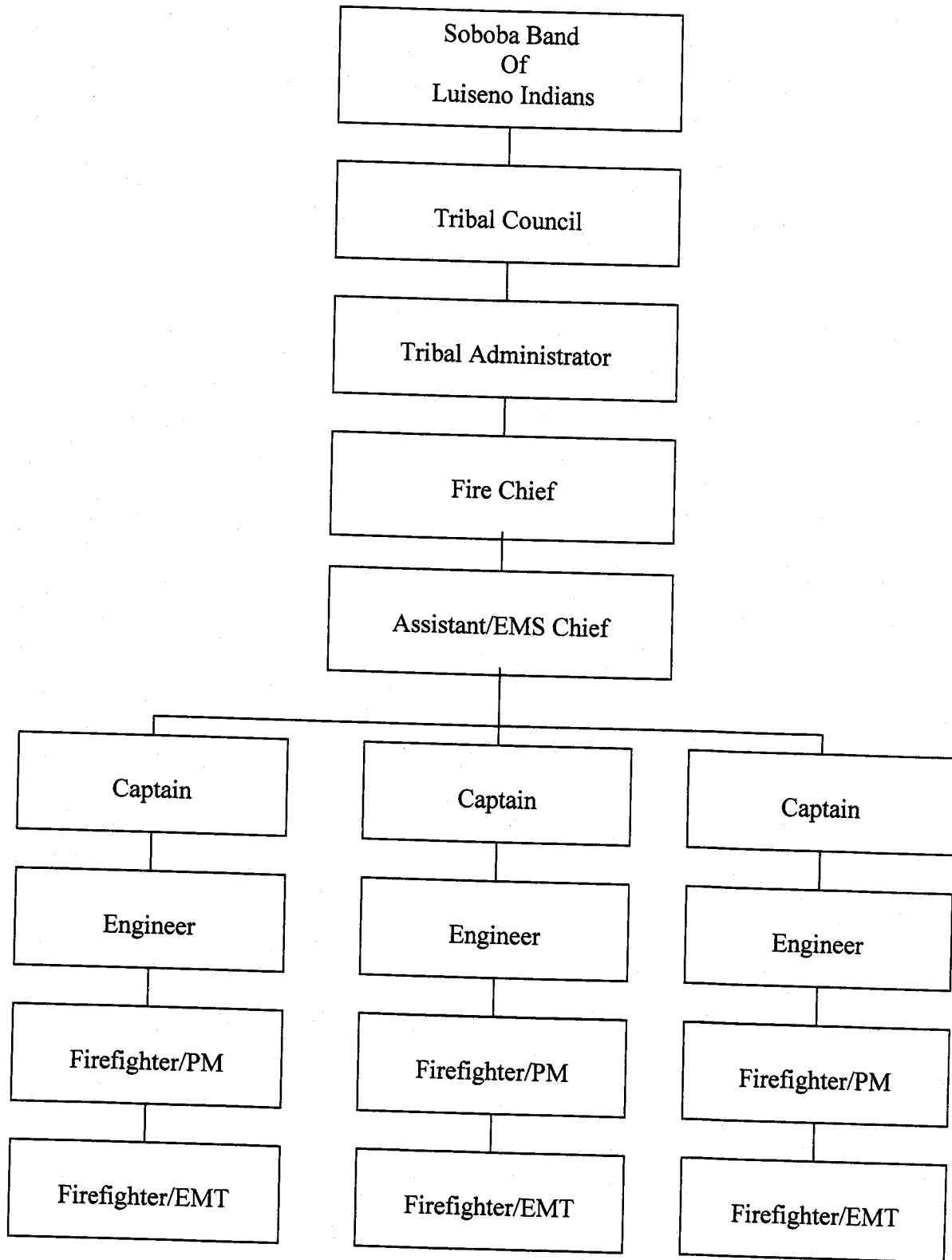


EXHIBIT "DA-3"

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 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 14/15 EMERGENCY COMMAND CENTER (ECC) SUPPORT SUMMARY		(SCHEDULE E) STATION / CALL BASIS (Appendix 8)	
		STATIONS 25%	CALLS 75%
EMERGENCY RESPONSE		89.5	139,769
State Command/Support Personnel (Appendix 2)	\$888,706	\$2,482	\$5
County Support Personnel (Appendix 3)	\$3,745,240	\$10,462	\$20
OPERATING COSTS (Appendix 4)	\$684,409	\$1,912	\$4
CAPITAL COSTS TO ALLOCATE (Appendix 5)	\$8,571	\$24	\$0.05
TOTAL COST	\$5,326,926	\$14,880	\$28.58

TOTAL ANNUAL COSTS

Station Basis 1 station @ 14,880	\$14,880
Call Volume 250 calls @ \$28.58 per call	\$ 7,145
TOTAL ANNUAL COSTS	<u>\$22,025</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 14/15 COMMUNICATIONS / IT SUPPORT SUMMARY	(SCHEDULE G)		
	STATION / CALL		
	BASIS (Appendix 8)		
	STATIONS	CALLS	
		25%	75%
		89.5	139,769
PERSONNEL			
State Command/Support Personnel (Appendix 2)	\$0	\$0	\$0
County Support Personnel (Appendix 3)	\$2,968,098	\$8,291	\$16
OPERATING COSTS (Appendix 4)	\$4,954,486	\$13,839	\$27
CAPITAL COSTS TO ALLOCATE (Appendix 5)	\$116,227	\$325	\$0.62
TOTAL COST	\$8,038,810	\$22,455	\$43.14

TOTAL ANNUAL COSTS

Station Basis 1 station @ \$22,455	\$22,455
Call Volume 250 calls @ \$43.14 per call	\$10,785
TOTAL ANNUAL COSTS	<u>\$33,240</u>

Total Estimated Annual Costs: \$55,265

The estimated rate schedules above are calculated annually based on the current fiscal year's budgeted costs for County Fire Department dispatch services. The fourth (4th) quarter invoice will reconcile all billings to actual cost.