

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 10/12/15
 Departmental Concurrence

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

503



SUBMITTAL DATE:
 October 1, 2015

FROM: FIRE

SUBJECT: Approval of the Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Morongo Band of Mission Indians for three (3) years; [\$145,134] 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 Morongo Band of Mission Indians ; and
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the county.

BACKGROUND:

Summary

The Morongo Band of Mission 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 District.

[Signature]
 John R. Hawkins,
 County Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 72,567	\$ 72,567	\$ 145,134	\$ n/a	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Contract revenue from Morongo Band of Mission Indians subject to annual cost increase.
Budget Adjustment: No
 For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
 Nays: None
 Absent: Benoit
 Date: October 27, 2015
 xc: Fire

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

Prev. Agn. Ref.: 08/01/2000 Item 3.14 | District: 3 | Agenda Number:

3-8

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Morongo Band of Mission Indians for three years; [\$ 145,134] 100% Contract revenue; District 3

DATE: October 1, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Morongo Band of Mission Indians has been contracting for Riverside County Dispatch and Communication Service 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 \$72,567. 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 4th Quarter Invoice sent out in August following the fiscal year close.

Impact on Citizens and Businesses

The businesses and citizens within the Morongo Band of 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 \$ 72,567 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 Morongo Band of Mission Indians.

Contract History and Price Reasonableness

The Morongo Band of Mission Indians has been contracting for Riverside County Dispatch and Communication Service since 2000. The estimated cost increase for FY 15/16 is 9.91% from the previous FY 14/15.

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

THIS AGREEMENT, made and entered into this 1 day of September, 2015, by and between MORONGO BAND OF 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 (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 Morongo Band of 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. 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 Morongo Band of Mission 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

Morongo Band of Mission Indians
Morongo Fire Department
11581 Potrero Road
Banning, CA 92220-6946

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

XI. Entire Contract.

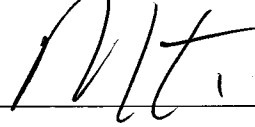
This Agreement contains the whole contract between the parties and may be amended or modified upon the mutual written consent of the parties hereto.

[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: _____

MORONGO BAND OF MISSION INDIANS

By: 

Tribal Chairperson

ATTEST:

APPROVED AS TO FORM:

By: _____

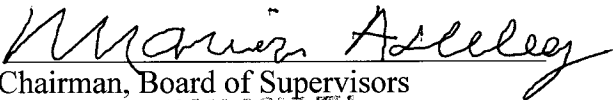
Title: _____

(SEAL)

Dated: _____

Dated: OCT 27 2015

COUNTY OF RIVERSIDE

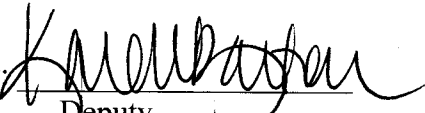
By: 
Chairman, Board of Supervisors
MARION ASHLEY

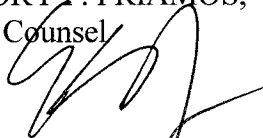
ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

GREGORY P. PRIAMOS,
County Counsel

By: 
Deputy

By: 
ERIC STOPHER,
Deputy County Counsel

Kevin Gaines
Fire Chief

Ben Kepner
Fire Captain

Tim Demlow
Fire Captain

Efrain Vargas
Fire Captain

Josh Alvarez
Fire Captain
Paramedic

Joe De La Torre
Fire Captain

Ben Krone
Fire Captain

Pat Trakas
Fire Engineer

George Miniet
Fire Engineer

Armen Astorian
Fire Engineer

Scott Koenig
Fire Engineer

Nick Ziegler
Fire Engineer

Scott Wilson
Fire Engineer

Scott Bouch
Firefighter

Johnathan
Mainhart
Firefighter

Layton Penza
Firefighter

Michael Porter
Firefighter
Paramedic

Jason Carizosa
Firefighter
Paramedic

Mason Hinz
Firefighter
Paramedic

Chris Dietz
Firefighter
Paramedic

Randall Lopez
Firefighter
Paramedic

Caleb Pohren
Firefighter
Paramedic

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 15/16 EMERGENCY COMMAND CENTER (ECC)		(SCHEDULE E)	
SUPPORT SCHEDULE			
		STATION / CALL	
		BASIS (Appendix 8)	
		STATIONS	CALLS
		25%	75%
		88.5	139,769
EMERGENCY RESPONSE			
State Command/Support Personnel (Appendix 2)	\$979,963	\$2,768	\$5
County Support Personnel (Appendix 3)	\$4,212,433	\$11,900	\$23
OPERATING COSTS (Appendix 4)	\$684,409	\$869	\$5
CAPITAL COSTS TO ALLOCATE (Appendix 5)	\$665	\$2	\$0.00
TOTAL COST	\$5,500,598	\$15,538	\$29.52

ANNUAL ECC COSTS

Station Basis 1 station @ \$15,538	\$15,538
Est Call Volume 455 calls @ \$29.52 per call	\$13,432
TOTAL ANNUAL ECC COSTS	<u>\$29,970</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 15/16 COMMUNICATIONS / IT SUPPORT SCHEDULE	(SCHEDULE G)		
	STATION / CALL		
	BASIS <small>(Appendix 8)</small>		
	STATIONS	CALLS	
	25%	75%	
	88.5	139,769	
PERSONNEL			
State Command/Support Personnel <small>(Appendix 2)</small>	\$0	\$0	\$0
County Support Personnel <small>(Appendix 3)</small>	\$3,496,863	\$9,878	\$19
OPERATING COSTS <small>(Appendix 4)</small>	\$4,747,354	\$13,411	\$25
CAPITAL COSTS TO ALLOCATE <small>(Appendix 5)</small>	\$34,316	\$97	\$0.18
	\$8,278,533	\$23,386	\$44.42

ANNUAL COMM/IT COSTS

Station Basis 1 station @ \$23,386	\$23,386
Est. Call Volume 455 calls @ \$44.42 per call	\$20,211
TOTAL ANNUAL COMM/IT COSTS	<u>\$43,597</u>

Total Estimated Annual Costs: \$72,567

The estimated rate schedules above are calculated annually based on the prior fiscal year's costs for County Fire Department dispatch services. A new Exhibit based on the current fiscal year budget will be provided to the DISTRICT on an annual basis. The fourth (4th) quarter invoice will reconcile all billings to actual cost.

EXHIBIT "DA-1"

Riverside County Fire Department Emergency Command Center Organizational Chart

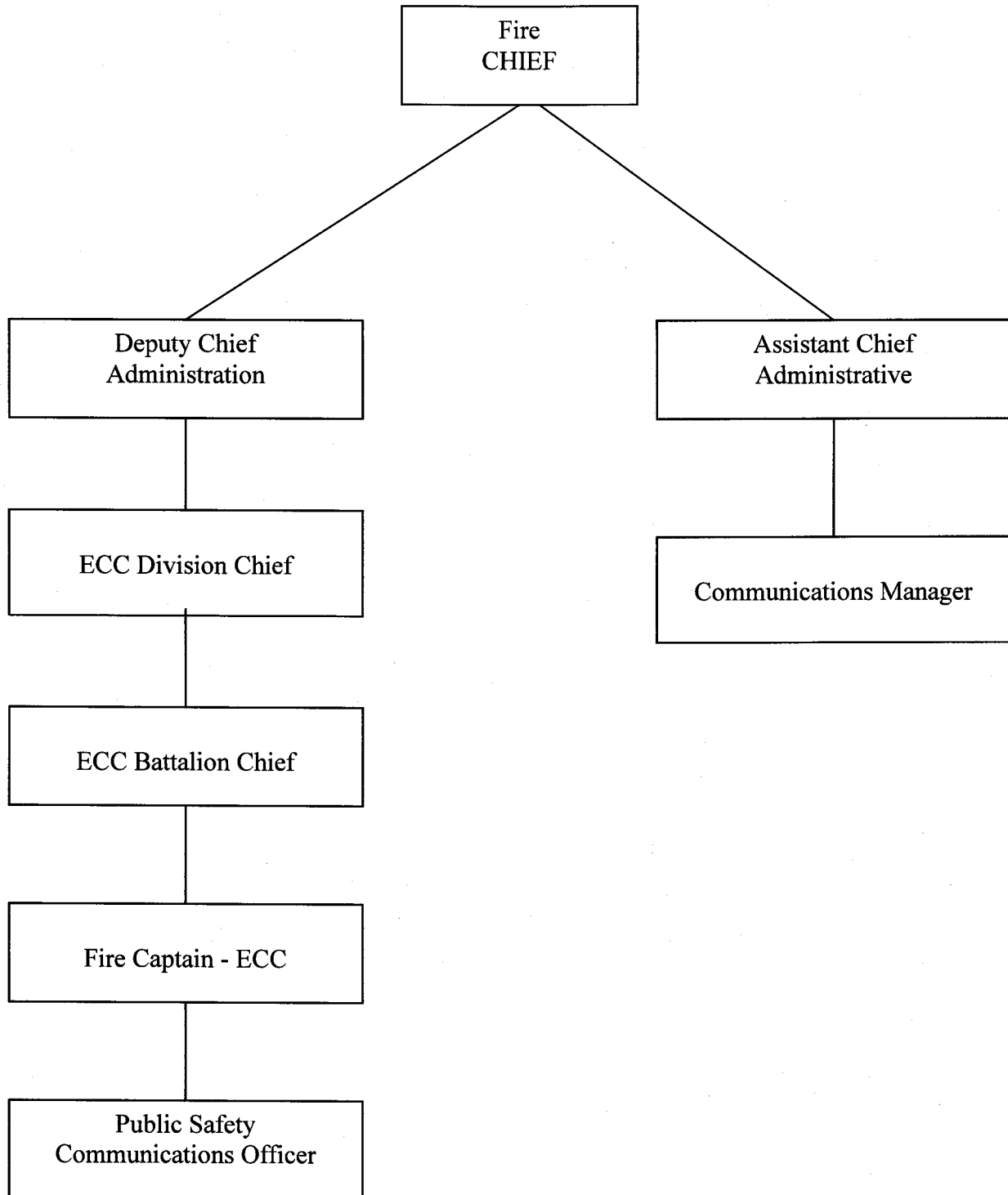


EXHIBIT "DA-2"

Fire Department Organizational Chart

