

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



ITEM
3.123
(ID # 5138)

MEETING DATE:

Tuesday, August 29, 2017


FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval and Ratification of a Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Soboba Band of Luiseno Indians for three (3) months. [District 3]; [\$37,803 Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and ratify the cooperative agreement for three (3) months 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.


ACTION: Policy


John Williams, Chief of Fire Riverside County 8/15/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: Fire

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 37,803	\$ 0	\$ 37,803	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Contract revenue from the Soboba Band of Luiseno Indians			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Soboba Band of Luiseno Indians has been contracting for Riverside County dispatch and communication services from the County Fire Department since 2014. The Soboba Band of Luiseno Indians desires to continue contracting for dispatch and communication services with the Riverside County Fire Department and, as such, the two agencies reached an agreement. Costs associated with the cooperative agreement for dispatch services are based on the number of Tribal fire stations and jurisdictional calls. The FY 14/15 contract period had a call volume of 208 calls; however, 326 calls are estimated for the first three months of FY 17/18, with an annual call volume of 1,302. This increase in call volume has accordingly increased the revenue received for providing services. The total estimated contract is \$37,803. The final revenue amount is subject to increase or decrease based on fiscal year-end reconciliation of support services, with actual costs to be adjusted pursuant to a final invoice distributed in August following close of the fiscal year.

The term of this agreement is July 1, 2017 through September 30, 2017, which may be extended by written amendment up to, but no later than, June 30, 2018.

Impact on Residents and Businesses

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

SUPPLEMENTAL:

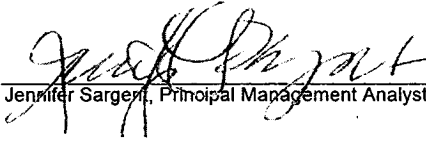
Additional Fiscal Information

Fire estimates receiving \$55,265 in FY 17/18 for services. This amount is included in Fire's FY 17/18 budgeted estimated revenue. This revenue will be used to fund the dispatch and communication services provided to the Soboba Band of Luiseno Indians.

Contract History and Price Reasonableness

The Soboba Band of Luiseno Indians have been contracting with the Riverside County Fire Department for dispatch services since July 2014. In addition, the County currently has a Mutual Aid Agreement with the Soboba Band of Luiseno Indians approved by the Board of Supervisors on August 23, 2016, agenda item 3-43.

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



Jennifer Sargent, Principal Management Analyst

8/24/2017



Gregory J. Priamos, Director County Counsel

8/24/2017

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between Soboba Band of Luiseno 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 the 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, Riverside County Fire Department.
- 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 for the Soboba Band of Luiseno Indians.

III. Payment for Services.

- A. TRIBE shall reimburse COUNTY for the services provided under the terms of this Agreement and further described in Section V below.
- B. COUNTY shall present an invoice to the TRIBE for the cost of these services as shown in Exhibit "DA-1", which is attached hereto and by this reference incorporated herein. TRIBE will receive an invoice after September 30, 2017 for services rendered in arrears. TRIBE shall pay this invoice within thirty (30) days after receipt thereof. The invoice will be reconciled to actual cost and will utilize the calls from the previous calendar year upon the close of FY 17/18 for the COUNTY.

IV. Initial Term and Renewal.

- A. The term of this Agreement shall be effective as of July 1, 2017 and shall continue September 30, 2017. Prior to the expiration of this Agreement, COUNTY and TRIBE may mutually agree by written amendment to extend the terms of this Agreement but in no event shall this Agreement be extended beyond June 30, 2018.

V. Services by COUNTY.

The COUNTY will provide dispatch and communications services for TRIBE as described below. The cost of services is outlined in Exhibit "DA-1", except as those costs outlined below under paragraph V B.

- 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-1" 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. TRIBE is responsible for the initial equipment and start-up costs per the county standard issuance; if applicable. COUNTY may provide radio communications equipment for the type and number of radios shown in Exhibit "DA-1" with the costs and expenses of such equipment being reimbursed to COUNTY based on the actual costs as a direct Invoice to the TRIBE. Additional technology devices may also be provided during the term of this Agreement, reimbursed to COUNTY by TRIBE, based on the actual costs to the COUNTY at the time of purchase. All technology devices used will meet Riverside County Fire Department communication equipment specifications.
- C. GRANT OF LICENSE MDC
For and in consideration of the commitments of COUNTY and subject to the fulfillment by TRIBE of all of its obligations set forth in this Agreement, COUNTY hereby grants to TRIBE a non-exclusive, non-transferable, license to use the software installed on each Mobile Data Computer (MDC). TRIBE may not sell, lease, license or otherwise transfer any rights therein, nor use or exploit, for any other use or purpose except as expressly set forth above. COUNTY shall maintain sole and complete control of all licensing agreements and software installed on each MDC.
- D. INSTALLATION
With respect to the installation of each MDC, mounting hardware components and installation will be the responsibility of the TRIBE as set forth in Exhibit "DA-2" Technology Devices attached hereto and by this reference incorporated herein. Hardware will meet COUNTY specifications. Installation will be performed by a COUNTY approved vendor. With respect to the installation of mobile radios and equipment in Exhibit "DA-2" the TRIBE shall be responsible for all costs associated with installation of equipment.
- E. OWNERSHIP
COUNTY shall maintain ownership of all software, applications, and radio programming including frequencies. Upon termination of this Agreement COUNTY may transfer equipment noted in Exhibit "DA-2" to TRIBE. Equipment will be resorted to its original factory delivery settings without any COUNTY applications, software, or frequencies. The TRIBE will retain ownership of all equipment/hardware as outlined in Exhibit "DA-2" Technology Devices.
- F. MAINTENANCE AND/OR REPLACEMENT
TRIBE agrees to maintain the daily care and usage of all technology devices with due diligence. TRIBE will be liable for repairs or replacement if clearly damaged by negligent and/or wrongful misuse. COUNTY agrees at its discretion to repair or replace any technology equipment as needed for reasonable wear and tear. TRIBE agrees to pay actual costs for replacement of all

technology devices that has been deemed unrepairable or has reached its end of useful life as determined by the COUNTY.

VI. 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 cost, 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, 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 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.

VII. Disputes.

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

VIII. 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 Band of Luiseno Indians
Soboba Tribal Fire Chief
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.

IX. 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.

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:

SOBOBA BAND OF LUISEÑO INDIANS

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____

Title: _____

Title: _____

(SEAL)

Dated:

COUNTY OF RIVERSIDE

By:  _____

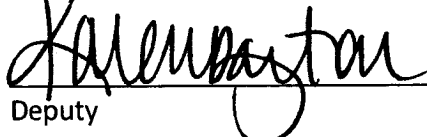
Chairman, Board of Supervisors
JOHN TAVAGLIONE


ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

KARIN WATTS-BAZAN,
Assistant County Counsel


Deputy


KARIN WATTS-BAZAN
Assistant County Counsel

(SEAL)

EXHIBIT "DA-1"

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 per the Riverside County Standard Response Plan. (Riverside County Policy Letter 2-01 Standard Response Plan)
- Maintain the fire station base radio, Mobile Data Computers, mobile radios, hand held radios and radio pagers, and station alerting equipment owned by the Riverside County Fire Department.
- Maintenance of all Technology 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.
- Updating all Mobile Data Computers with the current computer image.
- Maintenance of T-1 and 2.4 Wireless connectivity

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. The cost portion of the rates are reconciled to actual cost in the last invoice to the TRIBE. The call data will not change and is based on the previous calendar year of calls.

FY 17/18 EMERGENCY COMMAND CENTER (ECC)		(SCHEDULE E)	
SUPPORT ESTIMATED SUMMARY			
		STATION / CALL	
		BASIS <small>(Appendix 7)</small>	
		STATIONS	CALLS
		25%	75%
EMERGENCY RESPONSE		91.8	167,020
State Command/Support Personnel <small>(Appendix 2)</small>	\$434,209	\$1,183	\$2
County Support Personnel <small>(Appendix 3)</small>	\$4,901,551	\$13,356	\$23
OPERATING COSTS <small>(Appendix 4)</small>	\$241,062	\$657	\$1
CAPITAL COSTS TO ALLOCATE <small>(Appendix 5)</small>	\$16,667	\$45	\$0.08
TOTAL COST	\$5,593,488	\$15,241	\$26.17

ANNUAL ECC COSTS

Station Basis 1 station @ 15,241	\$15,241
Call Volume 1,302 calls @ \$26.17 per call	\$34,073
TOTAL ANNUAL COSTS	<u>\$49,314</u>

EXHIBIT "DA-1" 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. The cost portion of the rates are reconciled to actual cost in the last invoice to the TRIBE. The call data will not change and is based on the previous calendar year calls.

FY 17/18 COMMUNICATIONS / IT SUPPORT ESTIMATED SUMMARY		(SCHEDULE G) STATION / CALL BASIS <small>(Appendix 7)</small>	
		STATIONS 25%	CALLS 75%
PERSONNEL		90.5	157,728
State Command/Support Personnel <small>(Appendix 2)</small>	\$0	\$0	\$0
County Support Personnel <small>(Appendix 3)</small>	\$3,886,074	\$10,589	\$18
OPERATING COSTS <small>(Appendix 4)</small>	\$6,960,339	\$18,966	\$33
CAPITAL COSTS TO ALLOCATE <small>(Appendix 5)</small>	\$86,912	\$237	\$0.41
TOTAL COST	\$10,933,325	\$29,791	\$51.15

ANNUAL COMM/IT COSTS

Station Basis 1 station @ \$29,791	\$29,791
Call Volume 1,302 calls @ \$51.15 per call	\$66,597

ESTIMATED DIRECT CONNECTIVITY CHARGES

Cell Phone 1 cell phone @ \$40.00 per month	\$ 480
MDC Data Charges 1 MDC \$ 40.00 per month	\$ 480
Station T-1 \$379.00 per month	\$ 4,548
TOTAL ANNUAL COSTS	<u>\$ 101,896</u>

Total Estimated 3 Month Costs: \$ 37,803

The estimated rate schedules above are calculated annually based on the current fiscal year's budgeted costs for County Fire Department dispatch services. The last invoice will reconcile all billings to actual cost and will still utilize the same number of calls from the previous calendar year.

EXHIBIT “DA-2” Technology Devices

Technology Devices:

The equipment below is the minimum required for each dispatched resource to maintain dispatch services. Actual costs will be determined at time of contract execution. Replacements cost will be determined during the time of replacement. The TRIBE will be responsible for all costs associated with replacement. All equipment will be provided by the county and will meet the County Standard issuance and specifications. Each dispatched resource will have the following equipment.

Apparatus

- Mobile Data Computer (MDC)
- County Standard MDC mounting and supporting hardware
- Mobile radio
- Cellular phone
- Radio Pager
- Handheld radio. One per person assigned

Station

- Base Radio
- Station Alerting devices
- Connectivity T-1 for CAD station alerting and MDC access
- 2.4 GHz Wireless equipment

Cost for mounting hardware components and installation will be the responsibility of the subscribing agency. Hardware will meet RVC Fire specifications. Installation will be preformed by an RVC Fire approved vendor. RVC Fire will maintain assigned technology equipment to its specifications for as long as the hardware is supported. There is no escrow account for equipment.

County will be responsible for normal maintenance of all equipment assigned. County will be responsible to ensure that all equipment is updated with the County’s latest software and firmware versions.

DISPUTE RESOLUTION ADDENDUM

A. The Soboba Band of Luiseno 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.

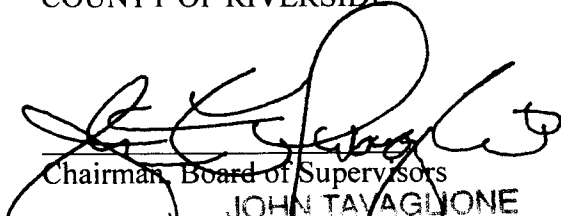
B. Prior to pursuing any arbitration, each party shall, whenever possible, attempt to resolve any grievances, complaints or disputes that are brought to its attention by the other party. Each party shall notify the other party in writing of any material dissatisfaction with the other party's performance 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 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 Soboba Band of Luiseno 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


Chairman, Board of Supervisors
JOHN TAVAGLIONE
Date: 8/29/17

Signed:
SOBOBA BAND OF LUISENO
INDIANS

TRIBAL CHAIRPERSON

Date: _____

ATTEST:

BY Harper-Ihem, Clerk


DEPUTY

Dispatch & Communication Cooperative Agreement
Dispute Resolution Addendum
Soboba Band of Luiseño Indians
July 1, 2017 to September 30, 2017