

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



ITEM: 3.19
(ID # 12828)

MEETING DATE:
Tuesday, June 30, 2020

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Pechanga Band of Luiseño Indians for one (1) year; District 3; [\$162,786]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and ratify the Cooperative Agreement for to Provide Dispatch and Communication Services, between the County of Riverside and the Pechanga Band of Luiseño Indians;
2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County; and
3. Authorize the Fire Chief to negotiate and execute any amendments to the Exhibit "DA-2" of this Agreement.


ACTION:


Shawn Newman, Chief Cal Fire Riverside County 6/9/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 30, 2020
xc: FIRE

Kecia R. Harper
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	\$ N/A	\$ 162,786	\$ 162,786	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Pechanga Band of Luiseño Indians desire 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. The Pechanga Band of Luiseño Indians has been contracting for Riverside County Dispatch and Communication Services from the County Fire Department since 2000. The terms of this agreement is July 1, 2020 through June 30, 2021. The total estimated contract revenue will be received annually to cover the full contract costs; with 20/21 estimated at \$162,786. The costs associated with the Cooperative Agreement for Dispatch Services is based upon the number of Tribe fire stations and jurisdictional calls. The FY 19/20 contract period had a call volume of 1014 calls and we are estimating FY 20/21 to be an annual volume of 1116 calls. This increase in call volume has accordingly increased the revenue received in providing the services. 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 a 4th Quarter Invoice sent out in August following the close of the fiscal year.

Impact on Residents and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

Fire estimates receiving \$162,786 in FY 20/21 for services. This amount is included in Fire's FY 20/21 Budgeted Estimated Revenue. This revenue will be used to fund the Dispatch and Communication Services provided to the Pechanga Band of Luiseño Indians.

Contract History and Price Reasonableness

The Pechanga Band of Luiseño Indians have been contracting with the Riverside County Fire Department for dispatch services since 2000.

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



Gregory F. Priamos, Director County Counsel 6/9/2020

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

THIS AGREEMENT, made and entered into this 30th day of June, 2020, by and between PECHANGA BAND OF LUISEÑO 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 County 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 required technology equipment and communications/technology services. 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, Riverside County Fire Department in Cooperation with CAL FIRE.
- 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 Government, have charge of the organization for the Pechanga Band of Luiseño 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 VI below.
- B. COUNTY shall present an invoice to the TRIBE for the cost of these services as shown in Exhibit "DA-2," 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 basis 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-2" based on the current fiscal year's budget for County Fire Department dispatch services and number of calls from the previous calendar year.
- C. A new Exhibit DA-2 will be provided to the TRIBE on an annual basis once the rate is approved by the County Board of Supervisors and shall be labeled as

Exhibit DA-2 for the specific period covered by the Exhibit. The fourth (4th) quarter invoice will reconcile all billings in that fiscal year to actual cost and will utilize the calls from the previous calendar year. Each year's revised Exhibit "DA-2" shall become a part of this Agreement by incorporation and as an Exhibit to this agreement.

IV. Initial Term and Renewal.

- A. The term of this Agreement shall be from July 1, 2020 to June 30, 2021. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than six (6) months prior to the effective date of the termination. 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.
- 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 the six (6) month 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 level during the extended period of this Agreement.
- D. Six (6) months prior to the date of expiration of this Agreement, or any extension hereof, COUNTY shall give written notice to TRIBE whether it is willing to extend this Agreement on the same terms or whether it desires to enter into a new agreement with TRIBE on different terms. If the County is willing to extend the Agreement on the same terms, and TRIBE'S notice to COUNTY as provided in paragraph B above provides for the Tribe's desire for the same, then the Parties will memorialize the extension through an amendment to extend the term of the Agreement and 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. If the COUNTY gives written notice to TRIBE that COUNTY does not want to extend the current Agreement but is willing to enter into a new agreement on different terms, then TRIBE and COUNTY, may thereafter negotiate a new agreement, and if that new agreement is not reached and executed prior to the expiration of the current Agreement, then the parties can either decide to enter into a short-term extension of the current Agreement or let the current Agreement expire and cause a termination of the services provided by the COUNTY under this Agreement.
- E. In the event of an extension of this Agreement, 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-2," 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. 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.

The COUNTY will provide dispatch and communications services for TRIBE as described below. The cost of these services is outlined in Exhibit "DA-2", except as those costs outlined below under paragraph VI. B.

A. SCOPE OF DISPATCH SERVICES

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-2" based on the total number of emergency responses within the TRIBE's primary jurisdiction and mutual aid responses outside the TRIBE to all jurisdictions, other than Riverside County Fire, made by TRIBE fire resources for the preceding calendar year.

B. START UP COSTS

TRIBE is responsible for the initial equipment and start-up costs per the county standard issuance, if any. COUNTY may provide radio communications equipment for the type and number of radios shown in Exhibit "DA-2 (cont.)" 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 equipment 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 equipment 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 1 "Technology Devices". 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 1 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. Until termination of this Agreement, COUNTY will also own the equipment noted in Exhibit 1. Upon termination of this Agreement COUNTY shall remove all licensed and proprietary software, restore equipment to factory settings, and transfer ownership of the equipment as noted in Exhibit 1 to TRIBE.

F. MAINTENANCE AND/OR REPLACEMENT

TRIBE agrees to maintain the daily care and usage of all technology equipment 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 equipment that has been deemed unrepairable or has reached its end of useful life as determined by the COUNTY.

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 representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. These records are limited to those specific to the TRIBE resources dispatched prior to this Agreement; which may include Auto Aid, Mutual Aid, or any calls outside of the TRIBE's jurisdiction. 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.

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.

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 West San Jacinto Avenue
Perris, CA 92570

TRIBE

Tribal Council
Pechanga Band of Luiseño Indians
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. Delivery in person shall constitute service here under, effective when such service is made.

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. This Agreement cancels and supersedes any previous agreement for the same or similar services.

[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.

PECHANGA BAND OF LUISEÑO INDIANS

Dated: 5-22-20

By: 
Mark Macarro, Tribal Chairman

ATTEST:

APPROVED AS TO FORM:
STEVE BODMER,
General Counsel

Dated: 5-22-20

By: 
Steve Bodmer, General Counsel

(SEAL)

COUNTY OF RIVERSIDE

Dated: JUN 30 2020

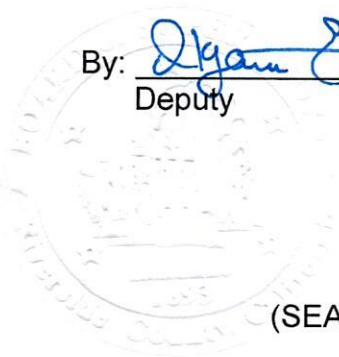
By: 
Chairman, Board of Supervisors

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

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

By: 
Deputy

By: 
GREGORY P. PRIAMOS,
County Counsel



(SEAL)

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 Luiseño 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

Date: JUN 30 2020

Signed:
PECHANGA BAND OF LUISEÑO INDIANS



MARK MACARRO, TRIBAL CHAIRMAN

Date: 5-22-20

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: 

Deputy

EXHIBIT 1 “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 at a minimum 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 seated position

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.

EXHIBIT "DA-2"

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.
- Maintain 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 Fire Department's pre-identified county wide radio reprogramming.

Cost allocation included 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 20/21 EMERGENCY COMMAND CENTER (ECC) SUPPORT SCHEDULE		(SCHEDULE E)	
		STATION / CALL	
		BASIS <small>(Appendix 7)</small>	
		STATIONS	CALLS
		25%	75%
EMERGENCY RESPONSE		92	177,608
State Command/Support Personnel <small>(Appendix 2)</small>	\$505,148	\$1,373	\$2
County Support Personnel <small>(Appendix 3)</small>	\$6,232,020	\$16,935	\$26
OPERATING COSTS <small>(Appendix 4)</small>		\$239,677	\$651
CAPITAL COSTS TO ALLOCATE <small>(Appendix 5)</small>		\$31,058	\$84.40
TOTAL COST		\$7,007,903	\$19,043
		\$29.59	

ANNUAL ECC COSTS

Station Basis	2 station @	\$19,043		\$38,086
Est Call Volume	1014 calls @	\$29.59	per call	\$30,004
TOTAL ANNUAL ECC COSTS				\$68,090

EXHIBIT "DA-2" 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 20/21 COMMUNICATIONS / IT SUPPORT SCHEDULE		(SCHEDULE G)	
		STATION / CALL	
		BASIS (Appendix 7)	
		STATIONS	CALLS
		25%	75%
PERSONNEL		92	177,608
State Command/Support Personnel (Appendix 2)	\$0	\$0	\$0
County Support Personnel (Appendix 3)	\$4,605,603	\$12,515	\$18
OPERATING COSTS (Appendix 4)		\$5,013,575	\$13,624 \$21.17
CAPITAL COSTS TO ALLOCATE (Appendix 5)		\$126,654	\$344 \$0.53
TOTAL COST		\$9,745,832	\$26,483 \$41.15

ANNUAL COMM/IT COSTS

Station Basis	2 station @	\$26,483		\$52,966
Est Call Volume	1014 calls @	\$41.15	per call	\$41,730
TOTAL ANNUAL COMM/IT COSTS				\$94,696

Total Estimated Annual Costs: \$162,786

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.