

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



ITEM: 3.19
(ID # 17018)

MEETING DATE:

Tuesday, September 14, 2021

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval and Ratification of the Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the City of Calimesa for four (4) years; District 5; [\$640,904 Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and ratify the Cooperative Agreement to Provide Dispatch and Communication Services between the County of Riverside and the City of Calimesa beginning July 1, 2021 for a period of four (4) years; and
2. Authorize the Chair 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 "DA1" of this Agreement, subject to approval-as-to-form by County Counsel.


ACTION:


Bill Weiser, Fire Department Chief 8/31/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: September 14, 2021
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	\$ 160,226	\$ 160,226	\$ 640,904	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: Contract revenue from the City of Calimesa			Budget Adjustment: No	
			For Fiscal Year: 21/22–24/25	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

The City of Calimesa desires 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 City of Calimesa has been contracting for Riverside County Dispatch and Communication Services from the County Fire Department since 2018. The costs associated with the Cooperative Agreement for Dispatch Services is based upon the number of fire stations and jurisdictional calls. The FY 20/21 contract period had a call volume of 1,355 calls and we are estimating FY 21/22 to be annual volume of 1,481 calls. This increase in call volume has accordingly increased the revenue received in providing the services.

The term of this agreement is January 1, 2021 through June 30, 2025. The total estimated contract revenue is \$640,904. 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 fiscal year close.

The agreement has been reviewed and approved as to form by County Counsel.

Impact on Residents and Businesses

The businesses and citizens within the City of Calimesa will receive the reliability of the County Fire Department's dispatch and communication services.

SUPPLEMENTAL:

Additional Fiscal Information

Fire estimates receiving \$160,226 in FY 21/22 for services. This amount is included in Fire's FY 21/22 Budgeted Estimated Revenue. This revenue will be used to fund the Dispatch and Communication Services provided to the City of Calimesa.

Contract History and Price Reasonableness

The City of Calimesa has been contracting with the Riverside County Fire Department for Dispatch and Communication Services since 2018. Prior to 2018, the City of Calimesa contracted with the Fire Department for full Fire Services.

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


Melissa Cushman

8/31/2021


Gregory V. Priamos, Director County Counsel

8/31/2021

**A COOPERATIVE AGREEMENT TO PROVIDE
FIRE DEPARTMENT DISPATCH AND COMMUNICATION SERVICES
FOR THE CITY OF CALIMESA**

THIS AGREEMENT, made and entered into this 14TH day of September, 2021, by and between the City of Calimesa, a California municipal corporation, (hereinafter referred to as "CITY"), and the COUNTY OF RIVERSIDE (hereinafter referred to as "COUNTY"), a political subdivision of the State of California, on behalf of the Riverside County Fire Department, whereby it is agreed as follows:

I. Purpose.

The purpose of the Agreement is to arrange for COUNTY to provide the CITY 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 Executive Officer or designee, 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. CITY 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 City Manager, have charge of the organization for the City of Calimesa.

III. Payment for Services.

- A. CITY 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 CITY for the cost of these services as shown in Exhibit DA-1, which is a part of this Agreement by attachment. Based on a July 1 to June 30 fiscal year, CITY will receive an invoice on a quarterly basis in arrears. CITY shall pay each invoice within thirty (30) days after receipt thereof. COUNTY shall annually calculate the rate schedule shown in Exhibit DA-1 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-1 will be provided to the CITY on an annual basis once the rate

is approved by the County Board of Supervisors and shall be labeled as Exhibit DA-1 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-1 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, 2021 to June 30, 2025. 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 CITY, COUNTY agrees to continue to provide Fire Dispatch Services to CITY until such time as CITY has a reasonable opportunity to implement alternative Fire Dispatch Services.
- B. Six (6) months prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to extend this Agreement or enter into a new agreement with COUNTY for Fire Dispatch Services and, if so, whether CITY intends to change the level of Fire Dispatch Services provided under this Agreement.
- C. If CITY 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 CITY whether it is willing to extend this Agreement on the same terms or whether it desires to enter into a new agreement with CITY on different terms. If the County is willing to extend the Agreement on the same terms, and CITY'S notice to COUNTY as provided in paragraph B above provides for the City'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 CITY as services and obligations under the terms of this Agreement. If the COUNTY gives written notice to CITY that COUNTY does not want to extend the current Agreement but is willing to enter into a new agreement on different terms, then CITY 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 CITY during the fiscal year in which the extended period falls, had a new agreement been extended under this Section IV. Payment by CITY for services rendered by COUNTY during the extended period shall be in accordance with Exhibit DA-1, of this Agreement.

V. Mutual Aid/Auto Aid.

The COUNTY and the CITY 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 shall provide dispatch and communications services for CITY as described below. The cost of these services is outlined in Exhibit DA-1, except 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 CITY. This includes activities within the CITY's primary jurisdiction as well as external or mutual aid/auto aid responses. City agrees to pay for these services at rates shown in Exhibit DA-1 based on the total number of emergency responses within the CITY's primary jurisdiction and mutual aid/auto aid responses outside the CITY to all jurisdictions, other than the Riverside County Fire Department, made by CITY fire resources for the preceding year.

B. START UP COSTS

CITY is responsible for the initial equipment and start-up costs per the County standard issuance. 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 CITY. City shall not be charged start-up costs for COUNTY'S transfer of existing equipment on the existing fire truck that operates from the Calimesa Fire Station. Additional technology equipment may also be provided during the term of this Agreement, reimbursed to COUNTY by CITY, based on the actual costs to the COUNTY at the time of purchase. All technology equipment used will meet Riverside County Fire Department Technology equipment specifications.

C. GRANT OF LICENSE MDC

For and in consideration of the commitments of COUNTY and subject to the fulfillment by CITY of all of its obligations set forth in this Agreement, COUNTY hereby grants to CITY a non-exclusive, non-transferable, license to use the software

installed on each Mobile Data Computer (MDC). CITY 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 CITY 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 CITY 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 shall 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 noted in Exhibit 1 to the CITY.

F. MAINTENANCE AND/OR REPLACEMENT

CITY agrees to maintain the daily care and usage of all technology equipment with due diligence. CITY shall 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. CITY 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 CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**City 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, "**County Liabilities**"). Notwithstanding the foregoing, the only County Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the City Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of a City 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, CITY 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, "**County 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 CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**City Liabilities**"). Notwithstanding the foregoing, the only City Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the County Indemnitees does not apply is with respect to City Liabilities resulting from the negligence or willful misconduct of a County 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 CITY 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 CITY resources dispatched per this Agreement, which may include Auto-aid, Mutual-Aid, or any calls outside of the CITY's jurisdiction. COUNTY and CITY 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 CITY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7).

IX. Disputes.

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, 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 CITY 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 CITY 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 purposed of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY 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 the alternate form of dispute resolution does not resolve the issue(s), the parties reserve the right to seek remedies as provided by law or in equity. Venue for litigation shall be in Riverside County.

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

CITY OF CALIMESA

City Manager
City of Calimesa
908 Park Avenue
Calimesa, CA 92320

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. Electronic Signature

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to

authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

XII. Entire Contract.

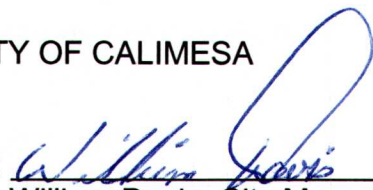
This Agreement contains the whole contract between the parties and may be amended or modified upon the mutual written consent of the parties hereto. This Agreement cancels and supersedes any previous agreement for the same or similar services.

[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.

CITY OF CALIMESA

Dated: 7/21/2021

By: 
William Davis, City Mayor

ATTEST:

By: 
Darlene Gerdes, City Clerk

APPROVED AS TO FORM:

By: 
Quinn Barrow, City Attorney



COUNTY OF RIVERSIDE

Dated: 09-14-2021

By: 
Chair, Board of Supervisors
KAREN SPIEGEL


ATTEST:

KECIA HARPER
Clerk of the Board

APPROVED AS TO FORM:

GREGORY P. PRIAMOS,
County Counsel

By: 
Deputy

By: 
Melissa R. Cushman
Deputy County Counsel

(SEAL)

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 CITY 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 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 Riverside County Fire Department specifications. Installation will be performed by a Riverside County Fire Department approved vendor. Riverside County Fire Department 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-1"

COST FOR DISPATCH AND COMMUNICATION SERVICES

The cost for Dispatch and Communication Services include the following:

- Dispatching of all City Fire Department vehicles per the City's 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 software.
- Maintenance of T-1 and 2.4 Wireless connectivity
- County will provide City a revised DA-1 annually.

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 4th quarter invoice to the CITY. The call data will not change and is based on the previous calendar year of calls.

FY 21/22 EMERGENCY COMMAND CENTER (ECC) SUPPORT		(SCHEDULE E)	
SUMMARY ESTIMATE		STATION / CALL BASIS (Appendix 7)	
		STATIONS	CALLS
		25%	75%
		92	181,916
EMERGENCY RESPONSE			
State Command/Support Personnel (Appendix 2)	\$473,069	\$1,286	\$2
County Support Personnel (Appendix 3)	\$6,131,586	\$16,662	\$25
OPERATING COSTS (Appendix 4)	\$184,133	\$500	\$1
CAPITAL COSTS TO ALLOCATE (Appendix 5)	\$30,000	\$82	\$0.12
TOTAL COST	\$6,818,788	\$18,529	\$28.12

ESTIMATED ANNUAL ECC COSTS

Station Basis 1 station @	\$18,529
Call Volume 1,481 calls @	\$41,646
ESTIMATED ANNUAL COSTS	<u>\$60,175</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 4th quarter invoice to the CITY. The call data will not change and is based on the previous calendar year calls.

FY 21/22 COMMUNICATIONS / IT SUPPORT ESTIMATED SUMMARY		(SCHEDULE G) STATION / CALL BASIS (Appendix 7)	
		STATIONS 25%	CALLS 75%
PERSONNEL		92	181,916
State Command/Support Personnel (Appendix 2)	\$0	\$0	\$0
County Support Personnel (Appendix 3)	\$4,911,981	\$13,348	\$20.25
OPERATING COSTS (Appendix 4)	\$4,932,709	\$13,404	\$20.34
CAPITAL COSTS TO ALLOCATE (Appendix 5)	\$150,355	\$409	\$0.62
TOTAL COST	\$9,995,045	\$27,160	\$41.21

ESTIMATED ANNUAL COMM/IT COSTS

Station Basis 1 station @ \$27,160	\$27,160
Call Volume 1,481 calls @ \$41.21 per call	\$61,032
ESTIMATED ANNUAL COST	<u>\$88,192</u>

ESTIMATED DIRECT CONNECTIVITY CHARGES

MDC Data Charges 8 @ 43.17 per month	\$ 4,144.32
Station T1 @ 642.85 per month	<u>\$ 7,714.20</u>
	<u>\$11,858.52</u>

FY 21/22 Total Estimated Costs: \$160,226

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 and will still utilize the same number of calls from the previous calendar year.