

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



**ITEM: 3.6
(ID # 17289)**

MEETING DATE:
Tuesday, October 05, 2021

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval and Ratification of the Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Idyllwild Fire Protection District for four (4) years. District 3 [\$78,968] 100% Contract Revenue

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Ratify the attached Cooperative Agreement to Provide Fire Department Dispatch and Communication Services to the Idyllwild Fire Protection District; 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 "DA-1" of this Agreement, subject to approval-as-to-form by County Counsel.


ACTION:


Bill Weiser, Fire Department Chief 9/27/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington 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: October 5, 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	\$ 78,968	\$ 78,968	\$ 315,872	N/A
NET COUNTY COST	N/A	N/A	N/A	N/A
SOURCE OF FUNDS: Contract revenue from Idyllwild Fire Protection District subject to annual cost increase.			Budget Adjustment: No	
			For Fiscal Year: 21/22–24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Idyllwild Fire Protection District has been contracting for Riverside County Dispatch and Communication Service from the County Fire Department since 2001. The Fire Department will provide all dispatch services for fire and rescue resources for emergency and routine operations for the District. The term of this agreement is July 1, 2021 through June 30, 2025. The total estimated contract revenue will be received annually to cover the full contract costs; with FY21/22 estimated at \$78,968. 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 Invoices sent out in August following the fiscal year close.

The Dispatch and Communication Service Agreement was signed by Idyllwild Fire Protection District on August 24, 2021.

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

Impact on Residents and Businesses

The businesses and citizens within the Idyllwild Fire Protection District will continue to receive the reliability of County Fire Department's dispatch and communication services.

SUPPLEMENTAL:

Additional Fiscal Information

Fire estimates receiving \$78,968 in FY21/22 for services. This amount is included in Fire's FY21/22 Budgeted Estimated Revenue. This revenue will be used to fund the Dispatch and Communication Services provided to the Idyllwild Fire Protection District.

Contract History and Price Reasonableness

The Idyllwild Fire Protection District has been contracting for Riverside County Dispatch and Communication Service since 2001. The previous contract was approved by the Board of Supervisors on August 27, 2019, Item #3.15.

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


Melissa Cushman 9/27/2021


Gregory V. Priaplos, Director County Counsel 9/27/2021

**A COOPERATIVE AGREEMENT TO PROVIDE
FIRE DEPARTMENT DISPATCH AND COMMUNICATION SERVICES
FOR THE IDYLLWILD FIRE PROTECTION DISTRICT**

THIS AGREEMENT, made and entered into this 5TH day of October, 2021, by and between the Idyllwild Fire Protection District, a special district, (hereinafter referred to as "DISTRICT"), 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 DISTRICT 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. DISTRICT 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 DISTRICT Manager, have charge of the organization for the Idyllwild Fire Protection District.

III. Payment for Services.

- A. DISTRICT 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 DISTRICT 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, DISTRICT will receive an invoice on a quarterly basis in arrears. DISTRICT 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 DISTRICT 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 DISTRICT, COUNTY agrees to continue to provide Fire Dispatch Services to DISTRICT until such time as DISTRICT has a reasonable opportunity to implement alternative Fire Dispatch Services.
- B. Six (6) months prior to the date of expiration of this Agreement, DISTRICT shall give COUNTY written notice of whether DISTRICT intends to extend this Agreement or enter into a new agreement with COUNTY for Fire Dispatch Services and, if so, whether DISTRICT intends to change the level of Fire Dispatch Services provided under this Agreement.
- C. If DISTRICT 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 DISTRICT whether it is willing to extend this Agreement on the same terms or whether it desires to enter into a new agreement with DISTRICT on different terms. If the County is willing to extend the Agreement on the same terms, and DISTRICT'S notice to COUNTY as provided in paragraph B above provides for the DISTRICT'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 DISTRICT as services and obligations under the terms of this Agreement. If the COUNTY gives written notice to DISTRICT that COUNTY does not want to extend the current Agreement but is willing to enter into a new agreement on different terms, then DISTRICT 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 DISTRICT during the fiscal year in which the extended period falls, had a new agreement been extended under this Section IV. Payment by DISTRICT 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 DISTRICT may enter into an automatic aid agreement and 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 DISTRICT 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 DISTRICT. This includes activities within the DISTRICT's primary jurisdiction as well as external or mutual aid/auto aid responses. DISTRICT agrees to pay for these services at rates shown in Exhibit DA-1 based on the total number of emergency responses dispatched within the DISTRICT's primary jurisdiction and mutual aid/auto aid responses outside the DISTRICT to all jurisdictions, other than the Riverside County Fire Department, made by DISTRICT fire resources for the preceding year.

B. START UP COSTS

DISTRICT 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 DISTRICT. Additional technology equipment as agreed upon may also be provided during the term of this Agreement, reimbursed to COUNTY by DISTRICT, based on the actual costs incurred by the COUNTY at the time of purchase. All technology equipment used will meet Riverside County Fire Department Technology equipment specifications.

C. 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 DISTRICT.

D. MAINTENANCE AND/OR REPLACEMENT

DISTRICT agrees to maintain the daily care and usage of all technology equipment with due diligence. DISTRICT 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. DISTRICT 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 DISTRICT, 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, DISTRICT 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 DISTRICT, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of DISTRICT its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which DISTRICT'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 Indemnatee, 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 DISTRICT 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 DISTRICT resources dispatched per this Agreement, which may include Auto-aid, Mutual-Aid, or any calls outside of the DISTRICT's jurisdiction. COUNTY and DISTRICT 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 DISTRICT 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.

DISTRICT shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of DISTRICT, 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 DISTRICT 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 DISTRICT 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. DISTRICT and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between DISTRICT 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 OF RIVERSIDE
County Fire Chief
Riverside County Fire Department
210 W. San Jacinto Ave.
Perris, CA 92570

IDYLLWILD FIRE PROTECTION DISTRICT
Fire Chief
Idyllwild Fire Protection District
P.O. Box 656
Idyllwild, CA 92549

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, 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.

DISTRICT

Dated: _____

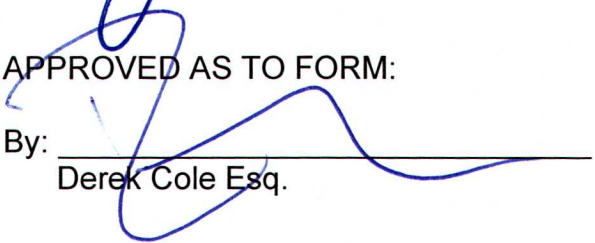
ATTEST:

By: 
Mark LaMont, IFPD Fire Chief

IDYLLWILD FIRE PROTECTION

By: 
Henry Sawicki, IFPD Board President

APPROVED AS TO FORM:

By: 
Derek Cole Esq.

(SEAL)

Dated: OCT 05 2021

ATTEST:

KECIA HARPER
Clerk of the Board

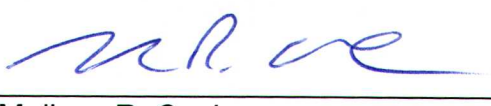
By: 
Deputy

COUNTY OF RIVERSIDE

By: 
Chair, Board of Supervisors

KAREN SPIEGEL

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

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 DISTRICT 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 radio
- Cellular phone
- Radio Pager
- Handheld radio. One per seated position

Station

- Base Radio
- Station Alerting devices

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 Fire Department vehicles assigned to the District 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 4th quarter invoice to the DISTRICT. The call data will not change and is based on the previous calendar year of calls.

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

ANNUAL ECC COSTS

Station Basis 1 station @	\$ 18,529
Call Volume 480 calls @ \$28.12 per call	\$ 13,498
ANNUAL COSTS	<u>\$ 32,027</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 DISTRICT. 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 <small>(Appendix 7)</small>	
		STATIONS 25%	CALLS 75%
PERSONNEL		92	181,916
State Command/Support Personnel <small>(Appendix 2)</small>	\$0	\$0	\$0
County Support Personnel <small>(Appendix 3)</small>	\$4,911,981	\$13,348	\$20
OPERATING COSTS <small>(Appendix 4)</small>	\$4,932,709	\$13,404	\$20
CAPITAL COSTS TO ALLOCATE <small>(Appendix 5)</small>	\$150,355	\$409	\$0.62
TOTAL COST	\$9,995,045	\$27,160	\$41.21

ANNUAL COMM/IT COSTS

Station Basis 1 station @ \$27,160	\$ 27,160
Call Volume 480 calls @ \$41.21 per call	\$ 19,781
ANNUAL COSTS	<u>\$ 46,941</u>

Total Estimated Annual Costs: \$ 78,968

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.