

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



**ITEM: 3.19  
(ID # 28797)**

**MEETING DATE:**  
Monday, September 22, 2025

**FROM :** FIRE DEPARTMENT

**SUBJECT:** FIRE DEPARTMENT: Ratification and Approval of the Cooperative Agreement to Provide Fire Department Dispatch and Communication Services for the Morongo Band of Mission Indians for three (3) years; District 5; [\$438,387 Revenue]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the Cooperative Agreement to Provide Dispatch and Communication Services, between the County of Riverside and the Morongo Band of Mission Indians; and
2. Authorize the Chair of the Board to execute this Cooperative Agreement on behalf of the County; and
3. Authorize the Chief Deputy of County Fire to negotiate and execute any amendments to the Exhibit "DA-1" of this Agreement as approved-as-to-form by County Counsel.

**ACTION:**


  
\_\_\_\_\_  
Bill Weiser, Fire Department Chief 9/11/2025

---

**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: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: September 22, 2025  
xc: Fire

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

| <b>FINANCIAL DATA</b>  | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>                  | <b>Ongoing Cost</b> |
|--|-----------------------------|--------------------------|-------------------------------------|---------------------|
| <b>COST</b>  | \$ 146,129                  | \$ 146,129               | \$ 438,387                          | \$ N/A              |
| <b>NET COUNTY COST</b>   | \$ N/A                      | \$ N/A                   | \$ N/A                              | \$ N/A              |
| <b>SOURCE OF FUNDS:</b> Contract revenue from the Morongo Band of Mission Indians. |                             |                          | <b>Budget Adjustment:</b> No        |                     |
|  |                             |                          | <b>For Fiscal Year:</b> 25/26–27/28 |                     |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Morongo Band of Mission 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 Morongo Band of Mission Indians has been contracting for Riverside County Dispatch and Communication Services from the County Fire Department since 2000. The costs associated with the Cooperative Agreement for Dispatch Services are based upon the number of Tribe fire stations and jurisdictional calls. The FY 23/24 contract period had a call volume of 812 calls, and we are estimating FY 25/26 to be an annual volume of 953 calls. This increase in call volume has accordingly increased the revenue received from providing the services.

The term of this agreement is July 1, 2025, through June 30, 2028. The total estimated contract revenue is \$438,387. 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.

**Impact on Residents and Businesses**

The businesses and residents within the Morongo Band of Mission Indians will continue to receive the reliability of the County Fire Department's dispatch and communication services.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Fire estimates to receive \$146,129 in FY25/26 for services. This amount is included in the Fire Department's FY25/26 Budgeted Estimated Revenue. This revenue will be used to fund the Dispatch and Communication Services provided to the Morongo Band of Mission Indians.

**Contract History and Price Reasonableness**

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

*Geoff Pemberton*  
Geoff Pemberton, Chief Deputy County Fire 9/11/2025

*George Trindle*  
George Trindle, Dir. ASST COUNTY COUNSEL 9/15/2025

*Rebecca S Cortez*  
Rebecca S Cortez, Principal Management Analyst 9/15/2025

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

THIS AGREEMENT, made and entered into this 22 day of SEP, 2025, by and between MORONGO BAND OF MISSION INDIANS, a federally recognized Indian Tribe (hereinafter referred to as "TRIBE"), 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 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 Chief Deputy of County Fire 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. The Fire Chief of Morongo Reservation Fire shall represent TRIBE during the period of this Agreement and that Officer shall, under the supervision and direction of TRIBE's governing body, have charge of the TRIBE Fire Department.

**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-1, 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-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 TRIBE 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

SEP 22 2025 3.19

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, 2025, to June 30, 2028. 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) months' 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-1 of this Agreement.

**V. Mutual Aid/Auto 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 shall provide dispatch and communications services for TRIBE 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 TRIBE. This includes activities within the TRIBE's primary jurisdiction as well as external or mutual aid/auto 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 and mutual aid/auto aid responses outside the TRIBE to all jurisdictions, other than the Riverside County Fire Department, 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. COUNTY may provide radio communications equipment for the type and number of radios shown in Exhibit 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 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 Technology 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 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 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 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. 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.)

#### **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 within six (6) months of occurrence.

#### **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  
Fire Chief  
Morongo Reservation Fire  
11581 Potrero Road  
Banning, CA 92220-6946

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

#### **XI. Public Records Act Requests**

(A) The parties understand and acknowledge that, as a public agency, the COUNTY is required to comply with the Public Records Act ("PRA," Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The parties understand and acknowledge that such compliance may require disclosure of all relevant, non-exempt documents that fall within the scope of a qualifying request under the PRA, including non-exempt documents received from and/or concerning the TRIBE. The parties understand and acknowledge that COUNTY's compliance with the Public Records Act, as required by California law and as acknowledged herein, shall in no way be construed as TRIBE's consent to application of the Public Records Act or any other California law to TRIBE and shall not in any way effect or modify TRIBE's sovereign immunity from unconsented suit or process.

(B) COUNTY shall notify TRIBE, in writing, if any records required to be disclosed by COUNTY pursuant to a qualifying request under the PRA will include non-exempt documents related to the TRIBE, prior to any such disclosure.

#### **XII. 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") 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.

**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.

MORONGO BAND OF MISSION INDIANS

Dated: \_\_\_\_\_

By: Charles Martin  
Charles Martin, Tribal Chairman

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Dated: SEP 22 2025

By: V. Manuel Perez  
Chair, Board of Supervisors  
V. MANUEL PEREZ

ATTEST:  
KIMBERLY A. RECTOR  
Clerk of the Board

APPROVED AS TO FORM:  
MINH C. TRAN,  
County Counsel

By: [Signature]  
Deputy

By: [Signature]  
MELISSA R. CUSHMAN,  
Supervising Deputy County Counsel

\\prualpha\Root\County\_Finance\Contract\_Cities\COOPERATIVE AGREEMENT\MORONGO\MORONGO Dispatch Communication Cooperative Agreement 07012025-06302028 20250826 FINAL.docx

SEP 22 2025 3.19

# EXHIBIT "DA-1"

## COST FOR DISPATCH AND COMMUNICATION SERVICES

The cost for Dispatch and Communication Services include the following:

- Dispatching of all Tribal Fire Department vehicles per the TRIBE's Standard Response Plan.
- Maintain the fire station base radio, Mobile Data Computers, mobile radios, handheld radios and radio pagers, and station alerting equipment provided 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 the Tribe 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 and supporting applications. 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 TRIBE. The call data will not change and is based on the previous calendar year of calls.

| <b>FY25/26 EMERGENCY COMMAND CENTER (ECC) SUPPORT SCHEDULE<br/>COST ESTIMATE</b> |             |  | <b>(SCHEDULE E)<br/>STATION / CALL<br/>BASIS</b> <small>(Appendix 7)</small> |                            |
|--|-------------|--|--|----------------------------|
|  |             |  | <b>STATIONS</b>  | <b>CALLS</b>               |
|  |             |  | 25%  | 75%                        |
| <b>EMERGENCY RESPONSE</b>  |             |  | 94.5   | 210,466                    |
| <b>State Command/Support Personnel</b> <small>(Appendix 2)</small>               | \$552,888   |  | \$1,463  | \$2                        |
| <b>County Support Personnel</b> <small>(Appendix 3)</small>                      | \$9,784,920 |  | \$25,886   | \$35                       |
| <b>OPERATING COSTS</b> <small>(Appendix 4)</small>                               |             |  | \$966  | \$1                        |
| <b>CAPITAL COSTS TO ALLOCATE</b> <small>(Appendix 5)</small>                     |             |  | \$397  | \$0.53                     |
| <b>TOTAL COST</b>  |             |  | <b>\$10,852,839</b>  | <b>\$28,711    \$38.67</b> |

### ANNUAL ECC COSTS

|                               |     |   |                      |  |                  |
|-------------------------------|-----|---|----------------------|--|------------------|
| Station Basis                 | 1   | @ | \$28,711 per station |  | \$ 28,711        |
| Est Call Volume               | 953 | @ | \$38.67 per call     |  | \$ 36,853        |
| <b>TOTAL ANNUAL ECC COSTS</b> |     |   |                      |  | <b>\$ 65,564</b> |

## 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. 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 TRIBE. The call data will not change and is based on the previous calendar year calls.

| <b>FY 25/26 COMMUNICATIONS / IT SUPPORT SCHEDULE<br/>COST ESTIMATE</b> |             | <b>(SCHEDULE G)</b>       |                 |
|--|-------------|---------------------------|-----------------|
|  |             | <b>STATION / CALL</b>     |                 |
|  |             | <b>BASIS (Appendix 7)</b> |                 |
|  |             | <b>STATIONS</b>           | <b>CALLS</b>    |
|  |             | 25%                       | 75%             |
| <b>PERSONNEL</b>   |             | 94.5                      | 210,466         |
| <b>State Command/Support Personnel</b> (Appendix 2)                    | \$0         | \$0                       | \$0             |
| <b>County Support Personnel</b> (Appendix 3)                           | \$5,511,093 | \$14,580                  | \$18            |
| <b>OPERATING COSTS</b> (Appendix 4)                                    |             | \$3,301,442               | \$8,734         |
| <b>CAPITAL COSTS TO ALLOCATE</b> (Appendix 5)                          |             | \$309,432                 | \$819           |
| <b>TOTAL COST</b>  |             | <b>\$9,121,968</b>        | <b>\$24,132</b> |
|  |             |                           | <b>\$32.51</b>  |

#### ANNUAL COMM/IT COSTS

|                                   |       |                      |           |               |
|-----------------------------------|-------|----------------------|-----------|---------------|
| Station Basis                     | 1 @   | \$24,132 per station | \$        | 24,132        |
| Est Call Volume                   | 953 @ | \$32.51 per call     | \$        | 30,979        |
| <b>TOTAL ANNUAL COMM/IT COSTS</b> |       |                      | <b>\$</b> | <b>55,111</b> |

#### ESTIMATED DIRECT CONNECTIVITY CHARGES

|                     |     |                    |           |               |
|---------------------|-----|--------------------|-----------|---------------|
| MDC Data Charges    | 9 @ | \$44.24 per month  | \$        | 4,778         |
| Station T1          | 1 @ | \$643.28 per month | \$        | 7,719         |
| PSEC Cost           | 8 @ | \$121.76 per month | \$        | 11,689        |
| Tablet Command User | 1 @ | \$750.00 per year  | \$        | 750           |
| Tablet Command Conn | 1 @ | \$43.17 per month  | \$        | 518           |
| <b>ANNUAL COSTS</b> |     |                    | <b>\$</b> | <b>25,454</b> |

**Total Estimated Annual Costs:                    \$146,129**

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.

**DISPUTE RESOLUTION ADDENDUM**

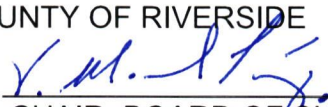
A. The Morongo Band of Mission Indians (the "TRIBE") is a sovereign Indian Nation, and as such it possesses sovereign immunity from suit. Nothing in this Agreement is or shall be deemed to be a waiver of the Tribe's sovereign immunity from suit, which immunity is expressly asserted, except that the Tribe 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.

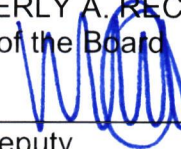
B. Prior to pursuing any arbitration, each party shall, whenever possible, attempt to resolve any grievances, complaints or disputes that are brought to its attention by the other party. Each party shall notify the other party in writing of any material dissatisfaction with the other party's performance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

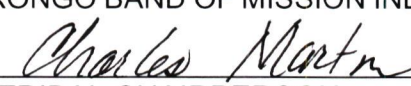
C. In the event of any dispute between the parties hereto arising under this Agreement, such dispute shall be submitted to mandatory binding arbitration, to be conducted in Riverside County, CA, pursuant to the Commercial Rules of the American Arbitration Association. Each party shall initially pay its own arbitration costs and expenses, but the arbitrators' award may be submitted for enforcement to a court of competent jurisdiction located in Riverside County, CA.

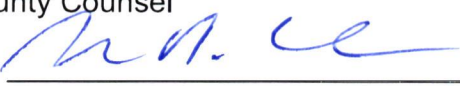
D. Judicial remedies are specifically limited to the enforcement of an award of money damages by arbitration pursuant to this Agreement; provided that the arbitrator(s) and/or court shall have no authority or jurisdiction to execute against any assets of TRIBE except to award the prevailing party the 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  
By:   
CHAIR, BOARD OF SUPERVISORS  
**V. MANUEL PEREZ**  
Date: SEP 22 2025

ATTEST:  
KIMBERLY A. RECTOR  
Clerk of the Board  
By:   
Deputy

Signed:  
MORONGO BAND OF MISSION INDIANS  
By:   
TRIBAL CHAIRPERSON  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MINH C. TRAN,  
County Counsel  
By:   
MELISSA R. CUSHMAN  
Supervising Deputy County Counsel

SEP 22 2025 3.19

# 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 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 an RVC Fire 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.