

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



ITEM
3.15
(ID # 10673)

MEETING DATE:

Tuesday, August 27, 2019

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 two (2) years. District 3 [\$74,843] 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;
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.

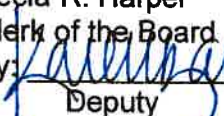
ACTION:


Shawn Newman, Chief Cal Fire Riverside County 8/9/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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: August 27, 2019
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	\$ 74,843	\$ N/A	\$ 74,843	\$ 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: 19/20–20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary (continued)

The Idyllwild Fire Protection District has been contracting for Riverside County Dispatch and Communication Service from the County Fire Department since 2001. The 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, 2019 through June 30, 2021. The total estimated contract revenue will be received annually to cover the full contract costs; with FY19/20 estimated at \$74,843. 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 June 12, 2019.

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

Impact on Citizens 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

The County is estimated to receive in revenue for FY 19/20 the amount of \$74,843.

Contract History and Price Reasonableness

The Idyllwild Fire Protection District has been contracting for Riverside County Dispatch and Communication Service since 2001. The estimated cost decrease for FY 18/19 is -13.73% from the previous FY 17/18. The decrease is due a reduction in the number of calls and the estimated costs for our communications and technology services.

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

 
Diane Sinclair, Deputy Director-Fire Admin 8/19/2019 Ryan Carter, Principal Management Analyst 8/20/2019


Gregory V. Priamos, Director County Counsel 8/13/2019

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

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between the Idyllwild Fire Protection District, a sovereign government, (hereinafter referred to as "DISTRICT"), 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 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 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. 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-2," 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-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 DISTRICT 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 01/01/2019 to 06/30/2021. 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 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-2," of this Agreement.

V. Mutual 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 will provide dispatch and communications services for DISTRICT 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 DISTRICT. This includes activities within the DISTRICT's primary jurisdiction as well as external or mutual aid responses. DISTRICT agrees to pay for these services at rates shown in Exhibit "DA-2" based on the total number of emergency responses dispatched within the DISTRICT's primary jurisdiction and mutual aid responses outside the DISTRICT to all jurisdictions, other than Riverside County Fire, 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-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 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 communication equipment specifications.

C. GRANT OF LICENSE MDC

For and in consideration of the commitments of COUNTY and subject to the fulfillment by DISTRICT of all of its obligations set forth in this Agreement, COUNTY hereby grants to DISTRICT a non-exclusive, non-transferable, license to use the software installed on each Mobile Data Computer (MDC). DISTRICT 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 DISTRICT 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 DISTRICT 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 noted in Exhibit 1 to DISTRICT.

F. MAINTENANCE AND/OR REPLACEMENT

DISTRICT agrees to maintain the daily care and usage of all technology equipment with due diligence. DISTRICT 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. 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.

VIII. 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 Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

VII. 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, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

VIII. 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 purposes 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.

IX. 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 here under, effective when such service is made.

X. 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

IDYLLWILD FIRE PROTECTION

Dated: _____

By: Jerry Buchanan 6/12/19
Jerry Buchanan, IFPD President

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
IFPD, Mark LaMont Fire Chief

By: [Signature]
Bradley Neufeld Esq.

(SEAL)

COUNTY OF RIVERSIDE

Dated: AUG 27 2019

By: [Signature]
Chairman, Board of Supervisors
KEVIN JEFFRIES

ATTEST:
KECIA HARPER-~~MEM~~
Clerk of the Board

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

By: [Signature]
Deputy

By: [Signature]
County Counsel

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.

- Maintainance 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 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.

FY 19/20 EMERGENCY COMMAND CENTER (ECC) SUPPORT SCHEDULE		(SCHEDULE E)	
		STATION / CALL	
		BASIS <small>(Appendix 7)</small>	
		STATIONS	CALLS
		25%	75%
EMERGENCY RESPONSE		92	177,609
State Command/Support Personnel <small>(Appendix 2)</small>	\$201,489	\$548	\$1
County Support Personnel <small>(Appendix 3)</small>	\$5,867,426	\$15,944	\$25
OPERATING COSTS <small>(Appendix 4)</small>		\$228,264	\$1
CAPITAL COSTS TO ALLOCATE <small>(Appendix 5)</small>		\$29,579	\$0.12
TOTAL COST		\$6,326,758	\$26.72

ANNUAL ECC COSTS

Station Basis	1 station @	\$17,192		\$17,192.28
Est Call Volume	492 calls @	\$26.72	per call	\$13,144
TOTAL ANNUAL ECC COSTS				\$30,337

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 19/20 COMMUNICATIONS / IT SUPPORT SCHEDULE		(SCHEDULE G)	
		STATION / CALL	
		BASIS (Appendix 7)	
		STATIONS	CALLS
		25%	75%
PERSONNEL		92	177,609
State Command/Support Personnel (Appendix 2)	\$0	\$0	\$0
County Support Personnel (Appendix 3)	\$4,386,275	\$11,919	\$19
OPERATING COSTS (Appendix 4)	\$4,774,833	\$12,975	\$20
CAPITAL COSTS TO ALLOCATE (Appendix 5)	\$120,623	\$328	\$0.51
TOTAL COST	\$9,281,731	\$25,222	\$39.19

ANNUAL COMM/IT COSTS

Station Basis	1 station @	\$25,222	\$25,222
Est Call Volume	492 calls @	\$39.19 per call	\$19,284
TOTAL ANNUAL COMM/IT COSTS			\$44,506

Total Estimated Annual Costs: \$74,843

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.