

DPR AGREEMENT #C16K0005 (DRAFT)

**ASSISTANCE AGREEMENT
BETWEEN
THE DEPARTMENT OF PARKS AND RECREATION
AND
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY**

THIS AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, hereinafter called DPR, and Mountains Recreation and Conservation Authority hereinafter called MRCA.

WITNESSETH: By and in consideration of the covenants and conditions contain herein, DPR and MRCA do hereby agree as follows:

A. Recitals

DPR to provide law enforcement and emergency dispatch to the MRCA

B. DPR'S RESPONSIBILITIES

DPR will provide to MRCA, dispatch services as specified in Chapters I, II, and III of the DPR Public Safety Radio System Users' Handbook (hereafter referred to as Handbook), which is incorporated by reference. This document provides the operational framework for the DPR Dispatch Center to provide law enforcement and emergency dispatch services for MRCA enforcement officers.

The services shall be performed at the Southern Communication Center (SURCOM) at 17801 Lake Perris Drive, CA 92571.

The services shall be provided twenty-four (24) hours a day, seven days a week (including holidays).

Description of work to be performed and duties of all parties are as follows:

Using SURCOM, DPR will provide all dispatch services as specified in the identified Chapters in the *Handbook* for MRCA and as approved by DPR including, but not limited to:

- A. DPR shall make inquiries and entries into the California Law Enforcement Telecommunications System (CLETS) on behalf of those MRCA enforcement officers whom it is providing service and maintain the associated records.

- B. DPR shall provide copies of dispatching tapes and logs of MRCA activities upon request of an appropriate MRCA peace officer or supervising peace officer in keeping with DPR Communications Center policy for such release.
- C. DPR shall issue a monthly Event Report enumerating all MRCA events for that month upon request to the MRCA Project Official within ten (10) days of the issuance.
- D. The DPR shall provide MRCA with radio dispatch services using the CA Department of Fish and Game (DFG) radio system. DFG has authorized MRCA the use of DFG radio frequencies for communications to SURCOM for dispatch services in a signed document between DFG and MRCA titled, "Authorization To Use Radio Frequencies", which is incorporated by reference.
- E. Upon mutual agreement by the Project Officials, minor operational modifications may be made to the Scope of Work. Any such modification must be in writing and incorporated into the *Handbook* as necessary.

C. MRCA's RESPONSIBILITIES

The MRCA agrees to compensate the DPR (semi-annually) for actual expenditures incurred in accordance with the rates specified in the Budget Detail below.

Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than semi-annually in arrears to:

Chief Ranger/Chief Operations Officer Fernando Gomez
Mountain Recreation and Conservation Authority
2600 Franklin Canyon Drive
Beverly Hills, CA 90210

Budget Detail

Agreement Year	# of MRCA Peace Officers	Dispatch Annual Cost/Peace Officer	Total Annual MRCA Dispatch Cost
1 (8/1/16 to 7/31/17)	18	\$5,123.18	\$92,217.24
2 (8/1/17 to 7/31/18)	18	\$5,480.61	\$98,650.98
Total Cost			\$190,868.22

D. TERM:

The term of this Agreement shall be August 1, 2016 through July 31, 2018.

E. AGREEMENT AMOUNT

The total amount of this Agreement shall not exceed \$190,868.22
(One-Hundred Ninety Thousand Eight-Hundred Sixty-Eight Dollars and
00/100)

Payment/Reimbursement Provisions

Invoices shall include the Agreement Number and shall be submitted in
triplicate not more frequently than semi-annually in arrears to:

Chief Range/Chief Operations Officer Fernando Gomez
Mountains Recreation and Conservation Authority
2600 Franklin Canyon Drive
Beverly Hills, CA 90210

F. CANCELLATION

This Agreement may be canceled by either party with thirty (30) days
advance written notice to the other party.

G. AMENDMENT

This Agreement may be amended by written mutual consent of the parties
hereto, including extending the term of this Agreement. Verbal agreements
shall not be binding on either party; any and all necessary changes must be
incorporated by written Agreement Amendment only.

H. DISPUTES

In the event of any dispute concerning a question of fact arising under this
agreement that cannot be resolved informally, each parties will have a
designee, with the authority to approve and resolve the issue, confer with one
another until joint resolution may be found.

I. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for
delays or failures in performance resulting from acts beyond the control of
either party. Such acts shall include, but are not limited to fire, flood,
earthquake, other natural disaster, nuclear accident, strike, lockout, riot,
freight embargo, terrorism, public regulated utility, or governmental statutes
or regulations superimposed after the fact.

J. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties hereto,
for the stated purposes of this Agreement. No other Agreements, written or
verbal, are in force or effect for the stated purposes of this Agreement.

K. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

L. SEVERABILITY

If any portion of this Agreement is found void, unenforceable or conflicting with the laws of the State California, that portion will be severed from the Agreement. All other terms and conditions of the Agreement will remain in full force and effect.

M. ASSIGNMENT

Neither party may assign this Agreement, in whole or in part, to a third party without written mutual consent of the other party. All assignments must be accomplished via a formal Agreement Amendment.

N. RESOLUTION

A county, city, district, or other local public body must provide DPR with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

O. INDEMNIFICATION

MRCA shall be responsible for, and State shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related to activities carried out by MRCA, its agents, officers, and/or employees, under this Agreement. MRCA shall protect, hold harmless, indemnify and defend State, its agents, officers, and/or employees against any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with MRCA activities hereunder, whether or not there is concurrent passive negligence on the part of State, its agents, officers, and/or employees, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole negligence or wrongful act or omission of State.

The State shall be liable, to the extent allowed by law and subject to California Government Code, Division 3.6, providing for the filing of tort claims against the State, for personal injuries or property damage resulting from the sole negligent or wrongful act or omission of any State employee while acting within the scope of his or her employment, arising out of this Agreement.

P. PROJECT REPRESENTATIVES

DPR

Name: Carmen Zone SURCOM Communications Center Manager
Address: 17801 Lake Perris Drive, Perris, CA 92571
Telephone (951) 443-2956 and (fax) (951) 657-8496

MRCA

Name: Fernando Gomez, Chief Ranger/Chief Operations Officer
Address: 2600 Franklin Canyon Dr., Beverly Hills, CA 90210
Telephone: (310) 858-7272 and (fax) (310) 858-7212

Mountains Recreation and Conservation Authority

Cara Meyer
Contracts Officer
2600 Franklin Canyon Drive
Beverly Hills, CA 90210

Date

Department of Parks and Recreation

Kristal Simpson
Manager, Business Management Services
P. O. Box 942896
Sacramento, CA 94296-0001

Date