

## COUNTY OF SAN MATEO Inter-Departmental Correspondence Employee and Public Services Department

## **DATE:** December 20, 2001

## **BOARD MEETING DATE:** January 8, 2002

TO: Honorable Board of Supervisors FROM: Mary Welch, Director of Employee and Public Services Maime D. Young, Public Safety Communications Division SUBJECT: Fire/EMS Back-up Communications Center

#### **Recommendation**

- 1. Adopt a resolution authorizing the Assistant County Manager (with County Counsel approval) to sign a rental agreement with the City of Redwood City in order to rent office space at Fire Station #9, located at 755 Marshall Street, Redwood City.
- 2. Approve an Appropriate Transfer Request (ATR) transferring \$365,800 from Proposition 172 monies to the Public Safety Communications Budget
- 3. Approve billing of fire agencies and EMS (AMR) to share in the one-time build out costs at Fire Station #9.

#### Background

In April 1998, Fire Chiefs Association and members of the ALS JPA agreed that a back-up Fire/EMS communication center be established in the event of a failure at the Hall of Justice site.

Several options were explored including mobile communications, space at the Redwood City Police Department and the Belmont Police Department. It was determined that a location within walking distance from the Hall of Justice was best suited for this type of operation in order to eliminate dispatch down time. The City of Redwood City generously agreed to allocate space at Fire Station #9 at 755 Marshall Street for the back-up center. On October 19, 2001, the City Managers Association agreed to allocate monies to fund the development of this center.

Considering the event of September 11<sup>th</sup>, 2001 and the recent bomb threat in the Hall of Justice, every effort to implement this Center in an efficient and expedited is being taken.

#### **Discussion**

The space at Station #9 is seismically safe and is large enough to accommodate three to four "ready" consoles for contingency operations. Additionally, this site is only 2 blocks from the County building, thereby has easy and quick access for the dispatch staff. A rental agreement was developed and has been approved by the City Manager and City Attorney. It is scheduled to be approved by the City Council on January 14, 2001. This agreement would be effective in January 2002 with an annual cost of \$9854. Any increase in rental costs will be negotiated and not to exceed \$12,000 without Board of Supervisors approval.

In order to expedite the implementation process, a four-phased work place has been developed to include: planning, installation, testing and implementation. Implementation is scheduled for April 2002. The **planning** phase consists of development of a space plan for the consoles, the ordering of all equipment and furniture, and the agreements with various contractors to perform the work. The **installation** of the consoles, furniture, CAD equipment and radios will take place in February. **Testing** will be in March with **implementation** in April 2002.

#### **Fiscal Impact**

An estimated one-time cost to equip this space is \$365,800, for services and supplies. We propose to split the one-time cost to the three functional areas of the County's Fire/EMS operation, the Fire Service, AMR and the County. The breakdown is as follows:

- Fire Service \$191,489
- AMR \$82,426
- County \$91,885

Each entity has agreed upon these costs based on an agreed upon formula consisting of an equal amount for each agency plus their share of the call volume, as per the attached. The County has agreed to fund the monies up front in order to implement the system as soon as possible, with each agency reimbursing the County with an optional one, two or three-year pay back plan. A payment schedule is being developed with each agency.

## Fire/EMS Communications Back-up Facility

## Breakdown of Costs

"Fire Net Six Formula"

Total Capital Cost for Fire Service: \$191,489 Divide total cost in half. One half to be divided into 15 equal parts. The other half to be divided by call volume percentage.

 $191,489 \div 2 = 95,744.50$ 

 $95,744.50 \div 15 = 6,382.96$ 

\$95,744.50 divided by Call Volume (using Year 2000 volume) percentage + fixed cost

Agency	Call Volume	Percentage	Cost	Equal Cost	Total Cost	Over 2 yrs	Over 3 yrs
BIF	709	1.26%	1316	6,382.96	7699	3849.5	2566
BRF	3290	5.89%	6151	6,382.96	12534	6267	4178
CLF	760	1.36%	1302	6,382.96	7687	3843.5	2562
COF	946	1.69%	1765	6,382.96	8148	4074	2716
DCF	6078	10.88%	11363	6,382.96	17746	8873	5915
FCF	2390	4.27%	4459	6,382.96	10842	5421	3614
HIF	1133	2.02%	2109	6,382.96	8492	4246	2830
HMF	2160	3.86%	4031	6,382.96	10414	5207	3471
MLF	1847	3.30%	3446	6,382.96	9829	4914.5	3276
MNF	9584	17.16%	17922	6,382.96	24305	12152	8108
PIF	2396	4.29%	4480	6,382.96	10863	5413.5	3621
RCF	7171	12.84%	13410	6,382.96	19793	9896.5	6597
SBF	3324	5.95%	6214	6,382.96	12597	6298.5	4199
SCF	4196	7.51%	7843	6,382.96	14226	7113	4742
SMF	8217	14.71%	15363	6,382.96	21746	10873	7248
WOF	1644	2.94%	3070	6,382.96	9453	4726.5	3151

## CITY OF REDWOOD CITY/COUNTY OF SAN MATEO AGREEMENT FOR USE OF PREMISES (755 Marshall Street, Redwood City)

 The City of Redwood City ("Permittor") hereby agrees to allow the County of San Mateo, ("Permittee"), to occupy and use space on the premises located at 755 Marshall Street, Redwood City, California, described as follows:
650 square feet of office space located on the third floor of Redwood City Fire Station #9 (the "Premises").

Permittee shall occupy and use the Premises, on a month-to-month basis commencing January 20, 2002. Permittor is under no obligation to provide space on a continuing basis. Either party may terminate this Agreement anytime on ninety (90) days' written notice to the other party at the address below the party's signature. It is the obligation of the Permittee to restore the Premises back to its original condition upon termination.

A pro-rata share of the Premises' building operating costs will be furnished by Permittor at no additional cost to Permittee. This costs include basic janitorial services, major maintenance, and utility costs (gas, electricity and water).

- 2. <u>Special Terms and Conditions</u>: The Premises are to be used by Permittee on a twenty-four (24) hour basis, seven (7) days a week as needed.
- 3. <u>Costs to be paid by:</u> The Permittee will pay a rental fee of \$9,854.00 annually for use of the premises, which shall be payable upon receipt of invoice from Permittor.
- 4. <u>Space to be used for</u>: a back-up 9-1-1 Communications Center for County of San Mateo Fire and EMS operations, on an as needed basis.
- 5. <u>Mutual Hold Harmless Clause:</u> It is agreed that Permittor shall defend, save harmless and indemnify Permittee, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the Permittor, its officers and/or employees. It is further agreed that Permittee shall defend, save harmless, and indemnify the Permittor, its officers, and employees from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from negligent acts or omissions of Permittee, its officers, and/or employees.

In the event of concurrent negligence of the Permittor, its officers, and/or employees, and Permittee, its officers, and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may hereafter be modified.

- 6. **Public Liability and Property Damage Insurance**: Permittee is presently self- insured in the amount of \$250,000 for each occurrence giving rise to personal injury and property damages liabilities for which Permittee could be held responsible. In addition, Permittee presently has in force excess insurance in the amount of \$40,000,000 per occurrence with an annual aggregate. Said self-insurance and excess insurance provide coverage for personal injury and property damage liabilities arising out of the acts and/or omissions of Permittee, its officers, agents and employees while on the Premises. Permittee upon request of Permittor shall furnish the Permittor a certificate of insurance which shall provide that Permittor would receive ten (10) days' prior written notice of cancellation, change in scope or modification of such coverage. Nothing herein shall be interpreted to require Permittee or its insurer to provide a defense for, to provide insurance for, or to indemnify Permittor except as may be otherwise required by law or by this Agreement.
- 7. <u>Independent Contractor</u>: It is understood and agreed that Permittor in furnishing the Premises shall act as and be an independent contractor, and not as an agent or employee of the Permittee. It is further understood and agreed that Permittee, in using the Premises shall act as and be an Independent Contractor and no as agency or employee of the Permittor.

8. <u>Prior Agreements</u>: This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned herein, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an Agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto. Permittor:

CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California

By:

City Manager

Date:

Permittee: County of San Mateo

By:

Mary Welch, Director Employee and Public Services County of San Mateo

Address:

Employee and Public Services County of San Mateo 455 County Center Redwood City, CA 94063 Attn: Mary Welch, Director

#### EMPLOYEE AND PUBLIC SERVICES

ATR/AER FORM

Controller's ATR Number

Department:Employee & Public ServicesDivision:Public Safety Communications

Type of Transaction:x ATRAERStatus of Transaction:x One-TimeOn-Going

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Title: Fire/EMS Back-up Communications Center

Justification:

Transfer of appropriation to fund the development of Fire/EMS Back-up Communications ( Center.

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	17310	5212 5234	Computer Equip<\$5000 Office Furn/Equip	\$			
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		7311	Fixed Assets- Equip Total	<u> </u>			
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		· · ·	Appropriation Total	0			
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## Prepared by: Edith Roque

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Fund or Org	Account	Amount	Description
17310	5212	17,000	Computer Equipment < \$5,000
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### RESOLUTION NO.

### BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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## RESOLUTION AUTHORIZING EXECUTION OF LEASE BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF REDWOOD CITY AND AUTHORIZING THE BILLING OF RELATED COSTS

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, it is essential that a back-up fire/EMS communication center be established to ensure continued emergency communications in case of a failure at the Hall of Justice site; and

WHEREAS, the City of Redwood City has agreed to allocate space for the back-up center at the Fire Station #9 at 755 Marshall Street and the Redwood City Council will be reviewing a lease at their meeting of January 14, after which the agreement will be presented to the County; and

WHEREAS, the one-time cost to equip this space is \$365,800 and there is an agreement with the Fire Service and AMR to split this cost, with the County funding the money and collecting reimbursement from the Fire Service and AMR;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Assistant County Manager be, and he is hereby, authorized and directed to approve and execute the lease for and on behalf of the County of San Mateo, and fire agencies and EMS shall be billed to share in the build-out costs at the back-up station.

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# COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST

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